

PUBLIC OFFERING STATEMENT  
MACASSAR GARDENS, A CONDOMINIUM

1. The names of the Declarants are Daniel Dinardo, successor in interest to Macassar-Baldwin Corporation, M. A. Kollar Corporation and Robert Allen Kent Corporation, and Aldo DiNardo, successor in interest to Edgar J. Mack Corporation and R. J. Callahan Corporation. The address of Daniel Dinardo is 1032 Hiland Avenue, Coraopolis, Pennsylvania 15108, and the address of Aldo DiNardo is 1436 Kensington Drive, Fullerton, California 92631. The address of the Condominium is Macassar Drive, Pittsburgh, Pennsylvania 15236.

2. The Declarants presently intend to sell all units of the townhouse condominium with preference in sales being given to the present residents of the individual units.

WITHIN 15 DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT, A PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT.

IF THE DECLARANT FAILS TO PROVIDE THE PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY BE ENTITLED TO RECOVER FROM THE DECLARANT DAMAGES AS PROVIDED IN SECTION 3406(c) OF THE UNIFORM CONDOMINIUM ACT (RELATING TO PURCHASER'S RIGHT TO CANCEL AND A DESCRIPTION OF SUCH DAMAGES).

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, HE CANNOT CANCEL THE CONTRACT.

3. Macassar Gardens is a townhouse condominium encompassing seven two-story brick structures and containing fifty residential units. Each unit has a separate, private, ground-level entrance. All dwellings contain a living room, kitchen and dining area on the ground level; three bedrooms and a ceramic tile bathroom on the second level; and an integral garage, utility area and gameroom area on the lower level. Each townhouse has an individual heating system and is separately metered for all utilities, including gas, electric and water.

4. The Declarants do not reserve the right to withdraw real estate from the Condominium.

5. Copies of the Declaration of Condominium and rules and regulations of the condominium association are attached hereto. A brief narrative description summarizing the major features is attached hereto and marked Exhibit "A".

No contracts or leases have been made by the Declarants which are binding on the Association.

6. A copy of an initial projected budget for the condominium association is attached hereto and marked Exhibit "B". This budget is based upon current costs and estimates and is subject to change.

7. There are no services provided by Declarants that are not reflected in the projected budget. There are no expenses paid by Declarants that Declarants expect may become, at any subsequent time, a common expense of the association.

8. No additional initial or special fee will be due from the purchaser at the closing.

9. A purchaser of a unit may select any method of financing of his or her choice with the entire unpaid purchase price of the unit due in cash at the time of closing.

10. Title to each unit will be conveyed by a deed of general warranty as such will be insurable by a responsible title insurance company at regular rates.

11. The Declarants warrant against defects only in the furnace, hot water tank, and roofing in each of the units for one year from the date each is conveyed to a bona fide purchaser, and that they will, during that period, at their own expense, repair or replace any such failure, subject, however, to a charge to the purchaser of \$35.00 for each service call.

The Declarants shall not be liable for any damage to, or malfunction of, any systems, or equipment, if caused by abuse, misuse, or by fire.

Other than the warranty of title and the limited warranty described above, no other warranties shall be provided by the Declarants. Buyer has inspected the unit, acknowledges that the

unit has been previously occupied as a rental unit, and agrees to accept the unit and its contents, including, but not limited to, the appliances and fixtures, "AS IS", WITH ALL FAULTS, and with NO WARRANTIES FROM SELLER WHATSOEVER. SELLER DOES HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR EACH UNIT, PERSONAL PROPERTY CONTAINED THEREIN, FIXTURES CONTAINED THEREIN, AND APPURTENANCES THERETO. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

12. The required statement regarding purchaser's cancellation rights, appears on page one of this public offering statement.

13. Declarants have no actual knowledge of any judgments against the association, any pending suits to which the association is a party or any pending suits material to the condominium.

14. Any deposits made in connection with the purchase of a unit will be held in an escrow account in accordance with the provisions of section 3408 of the Uniform Condominium Act (relating to escrow of deposits) and will be returned to the purchaser if the purchaser cancels the contract pursuant to section 3406 of the Act.

15. There are no restrictions on the alienation of any portion of the condominium.



16. Fire insurance, including extended coverage, will be carried by the Association covering buildings and improvements of the condominium. The Association will also maintain comprehensive general liability insurance covering unit owners for occurrences commonly insured against arising in connection with the use, ownership or maintenance of the common elements. The Association may obtain such additional insurance as it deems advisable.

The Association will not obtain casualty insurance against loss by damage to or destruction of personal property owned by the individual unit owners; however, any unit owner may maintain such insurance, as well as insurance on his unit, in addition to that obtained by the Council, as he or she shall deem desirable.

The Declaration and the Code of Regulations contain additional information as to insurance coverage and should be referred to.

17. No current or anticipated fee is due from unit owners for the use of the common elements or other facilities of the condominium.

18. The condominium has been fully completed and section 3402 (18) of the Uniform Condominium Act is inapplicable.

19. For Encroachments, see Article VI of the Declaration of Condominium and see Article VII of the Declaration for Easements.

20. This is not a leasehold condominium and section 3402(20) of the Uniform Condominium Act is inapplicable.

21. No provision has been made in the budget for reserves for capital expenditures.

22. The Macassar Gardens townhouse units were originally constructed during the period 1950-1955 and have periodically been renovated and improved since that time. Roofing on all fifty units has been recently replaced with the majority of the units' roofing being completed in 1979. The roofs are in good condition and have an anticipated average life of 15 years. All heating systems are in good operating condition and have an average life in excess of 10 years. Water heaters are in good operating condition and have, according to industry standards, an average anticipated useful life of 5 years. Utility service installations are in good operating condition and have an average life of approximately 25 years. There are no outstanding notices of violations of building code or other municipal regulations.

Estimated current replacement costs of certain major components are as follows:

Heating system	\$ 750.00
Water Heaters	200.00
Roofing	750.00

However, the Declarants make no representations or warranties with respect to any of the items described in this section 22 of the Public Offering Statement other than as discussed in section 11 of said Statement.

Dated: 3/10/81

Aldo R. DiNardo

James J. DiNardo

## EXHIBIT "A"

### BRIEF NARRATIVE DESCRIPTION OF SIGNIFICANT FEATURES OF DECLARATION OF MACASSAR GARDENS CONDOMINIUM AND CODE OF REGULATION OF THE MACASSAR GARDENS CONDOMINIUM ASSOCIATION

The following brief narrative is not intended to be a complete summary of the information appearing in the Declaration of Condominium of Macassar Gardens Condominium and the Code of Regulation of the Macassar Gardens Condominium Association and is qualified in its entirety by said documents. For details, please refer to the attached Declaration and Code of Regulations:

#### Declaration of Condominium

The Property:	The Declaration for Macassar Gardens Condominium provides fifty separate dwelling units in a townhouse configuration situated on Macassar Drive, Baldwin Borough, Pennsylvania.
Title:	Each purchaser of a unit shall hold title to that unit in fee simple and will hold a 2% undivided interest in the common elements together with an interest in limited common elements allocated to his respective unit.
Use:	Each unit is restricted to residential use by the unit owner, his immediate family, guests and invitees. A unit may be rented by the owner for residential purposes, subject to certain restrictions.

Unit Owner Expenses: Each unit owner is responsible for the maintenance, repairs, and replacements of the interior of his own unit and of his personal property together with landscaping of his unit. Real estate taxes will be separately assessed to each unit owner for his unit. Each unit owner shall pay for his own telephone, electricity, gas, water and sewage service, and other utilities which are separately metered.

Common Expenses: A unit owner, upon acceptance of a deed for the unit, agrees to pay to the unit owners' Association such assessments and charges as may be levied by the Association. A list of the estimated common expenses are included in the initial projected budget which is attached hereto. Presently, no additional initial or special fee will be due from the purchaser at the closing. Delinquent assessments and other due and payable charges will be a lien against a unit, as well as a personal liability of a defaulting unit owner. Common expenses will be assessed in accordance with percentage interests.

Insurance: The Association shall carry property and comprehensive general liability insurance insuring Macassar Gardens, unit owners and others against loss.

Budget: A copy of the initial projected budget for the Association is attached to the Public Offering Statement and is subject to change in accordance therewith.

Code of Regulations

Association: The Code of Regulations provides for a unit owner's association, a nonprofit corporation formed under the laws of Pennsylvania. Unit owners, at their annual meeting, will elect three Directors of the Association to manage the affairs of the Condominium on their behalf.

Voting: Voting at annual meetings may be in person or by proxy. Each owner of a unit enjoys an equal vote.

Use Restrictions: Article IX of the Code of Regulations contains the details of the use and operation of the units and property of the Condominium.

DATED:

ADDENDUM TO  
MACASSAR GARDENS CONDOMINIUM ASSOCIATION  
CODE OF REGULATIONS

ARTICLE XIX

Section 1. Pursuant to Article XVII hereof, the Board of Directors at their First Board of Directors Meeting held on February 23, 1982, unanimously enacted the following regulation which shall be effective immediately:

(a) The parking of cars and similar vehicles on the access roads between Macassar Drive and the driveway running behind each section of units shall be prohibited and illegal.

[Please attach this Addendum directly to the Code of Regulations as this is now a part thereof.]

EXHIBIT "B"

MACASSAR GARDENS

PROJECTION OF INITIAL  
ANNUAL OPERATING BUDGET

INCOME

Unit Owners Assessments	
(Projected monthly rate - \$15 x 50	
(Unit owners) x 12 months)	<u>\$ 9,000.00</u>

EXPENSES

Insurance	\$ 2,400.00	
Snow Removal	1,000.00	
Association Administration	<u>1,000.00</u>	
Total Fixed Expense	\$ 4,400.00	
Unit Owners' Surplus-Reserve		
for repairs, improvements,		
and additional services		
selected by members	<u>\$ 4,600.00</u>	<u>\$ 9,000.00</u>



THE RULES AND REGULATIONS  
RELATING TO  
MACASSAR GARDENS CONDOMINIUM ASSOCIATION

THE RULES AND REGULATIONS governing the use, occupancy, maintenance and enjoyment of the premises known as Macassar Gardens Condominium Association shall be as follows:

ARTICLE I

RESIDENTIAL USE AND BUILDING LOCATION

The land in the Condominium upon which buildings have been built is restricted to residential use, as provided in the Development Plan.

ARTICLE II

GENERAL RESTRICTIVE COVENANTS

A. No animals shall be raised, bred, or kept in the Plan except dogs, cats, or other household pets may be kept subject to the applicable Rules and Regulations adopted by the Organization or provisions of Unit Property Act documents that may be adopted from time to time with regard to any building subject thereto constructed in the Plan.

B. There shall be no mining or drilling for any minerals.

C. No noxious or offensive activity shall be performed upon any portion of the property.

D. No clothesline or other outdoor clothes drying facility shall be permitted in the subdivision.

E. No sign of any nature whatsoever shall be erected or displayed in the Plan except where express prior written approval

of the size, shape content and shape thereof has been obtained from the Board, which approval may be arbitrarily withheld; provided, however, that the DEVELOPER shall have the right to place such signs anywhere in the Plan as the DEVELOPER deems necessary and proper in its sole discretion in connection with the sale by the DEVELOPER of Dwelling Units and land within Macasser Gardens Condominium Association.

F. The parking or storage of automobiles, and other motor vehicles, except upon designated parking areas provided by the DEVELOPER or the Development Plan is prohibited, subject, however, to the right of the DEVELOPER or his contractors to park or store motor vehicles and equipment on any area of the Plan under construction during the course of construction.

G. The parking or storage of trailers, campers, or trucks over 1/2 ton rated capacity upon any of the lands within this Plan is prohibited, subject, however, to the right of the DEVELOPER or his contractors to park or store motor vehicles and equipment on any area of the Plan during the course of construction.

H. Only Vehicles bearing current licenses and registration tags, and inspection certificates as required pursuant to State law shall be permitted to be parked or stored.

### ARTICLE III

#### DESIGNATION OF COMMON OPEN SPACE

A. All areas of land in the Plan not covered by the location of buildings, as designated on the Development Plan, are hereafter referred to as "Common Open Space". No use may be made of the Common Open Space except for the following, all of which are

designated permitted uses, to-wit:

A. Use to provide means of ingress and egress for vehicular traffic or pedestrian walkways constructed by the DEVELOPER.

B. In all other respects the Common Open Space shall be kept and maintained in an ecologically sound condition as and for a grassed and lawned area for the use and benefit of the residents of Macasser Gardens Condominium Association, and their guests subject to Planned Residential Documents.

C. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions the matter shall be referred to the Organization for determination by the Board. A determination rendered by the Board shall be final and binding on all of the parties concerned therewith.

D. The lands covered by this Declaration are not for the use and enjoyment of the public, but are expressly reserved for the use and enjoyment of the residents of *Macassar Gardens* in accordance with the terms thereof and all other applicable conditions, rules and regulations.

#### ARTICLE IV

##### GENERAL PROVISIONS

###### A. Notices.

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Organization at the time of such mailing.

B. Enforcement.

The covenants and restrictions herein contained may be enforced by DEVELOPER, the Organization, any council under the Unit Property Act, or the owner or owners of any building site designated on the plot in any judicial proceeding seeking any remedy cognizable at law or in equity, including damages, injunction, and other mandatory relief against any person, persons, firm, or entity violating or attempting to violate any covenant or restriction, and against the land to enforce any lien created by these covenants; and failure by the Organization or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C. Delegation

The Organization pursuant to resolution duly adopted by its Board, shall have the continuing authority to delegate all or any portion of its powers and duties to a manager or such person or persons as the Board may elect to accomplish the purposes of the resolution.

*Janet T. Brown*

*Alfred R. DiManno*

INDEX FOR  
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GOVERNING THE  
MACASSAR GARDENS CONDOMINIUM ASSOCIATION  
A NON-PROFIT CORPORATION  
ORGANIZED UNDER THE LAWS OF  
PENNSYLVANIA

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CODE OF REGULATIONS  
GOVERNING THE

A NON-PROFIT CORPORATION  
ORGANIZED UNDER THE LAWS OF  
PENNSYLVANIA

SECTION I. APPLICABLE STATUTE This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. 196, 68 P.S., et seq.).

SECTION II. NAME AND LOCATION OF CORPORATION The name of this corporation is Macassar Gardens Condominium Association. The registered office of the corporation is 379 Macasser Drive, Pittsburgh, PA 15236.

SECTION III. BY-LAWS For the purposes of the corporation, this Code of Regulations shall be considered its by-laws.

SECTION IV. SEAL The seal of the corporation shall be such as the Board of Directors shall define.

SECTION V. IDENTITY OF PROPERTY The property to which this Code shall apply is called Macassar Gardens Condominium Association.

more fully described in the Declaration of Condominium and Declaration Plan recorded contemporaneously with this instrument in the Recorder of Deeds Office of Allegheny County, Pennsylvania.

SECTION VI: PURPOSE The purpose of this corporation is to act on behalf of its members with respect to the administration, maintenance, operation, repair and replacement of certain property as described in Section V.

SECTION VII. MEMBERSHIP

A. The members shall consist of all unit owners of that property located at

in accordance with the respective percentages of ownership of the said unit owners in the common elements of the said property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration of Condominium and Declaration Plan which have been recorded in the Recorder's Office of Allegheny County, Pennsylvania.

B. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each unit owner shall terminate upon a sale, transfer, or other disposition or his ownership interest in the property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest.

C. The Association may, but shall not be required to issue certificates or other evidence of membership therein.

SECTION VIII. APPLICATION All present and future owners, mortgagees, leasees, tenants, employees, and occupants of the units and any other persons who may use the facilities or property regardless of whether or not they now or hereafter shall be deemed members, are subject to these regulations, the Declaration, Articles of Incorporation, and rules pertaining to the use and operation of Macassar Gardens Condominium Association, and the units therein. The acceptance of a deed or conveyance, or the entering into a lease, or the act of occupancy of a unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

SECTION IX. VOTING, QUORUM, PROXIES

A. A quorum at members' meetings shall consist of one-fifth (20%) percent of the members entitled to cast votes. <sup>10 members or proxies</sup>

B. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

C. The aggregate number of votes for all unit owners shall be one hundred (100) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the common elements. The vote of the owners of a unit owned by more than one person shall be the percentage interest of that unit in the common elements and shall not be divided but shall be exercised only as a unit. Therefore, for the purpose of this section, a voting member is defined as the unit owner as listed on the books of the Association, or if the unit is owned by more than one person, then the aggregate number of owners, even though for other purposes they may each be considered a member. <sup>Macassar Gardens Condominium</sup> Association, hereinafter referred to as the Developer, as described in the Declaration of Condominium, may exercise the voting rights with respect to any units title to which is in the name of the Developer.

D. In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a unit against the owners of the unit covered by the mortgage, then and in the event and until the default is cured, the right of the owner of such unit to vote shall be transferred to the mortgagee recording the notice of default.



SECTION XI: ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The Annual Members' Meeting shall be held at the office of the Association, or such other suitable place as may be designated by the Board of Directors, at 1711 Macassar Drive, Pittsburgh, Pennsylvania 15236, of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the

B. Special Members' Meetings shall be held whenever called by the President or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the units.

C. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association in absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address

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as it appears on the records of the Association, the postage thereon prepaid. Such mailing shall be given by the Affidavit of the person giving such notice. Any member may, by written waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Regulations or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. The order of business at Annual Members' Meetings and, as far as practical, at any other members' meetings, shall be:

- (i) Election of Chairman of the meeting
- (ii) Calling of the roll and certifying of proxies.
- (iii) Proof of notice of meeting or waiver of notice.
- (iv) Reading and disposal of any unapproved minutes.
- (v) Reports of officers.
- (vi) Reports of committees.
- (vii) Election of directors.
- (viii) Unfinished business.
- (ix) New business.
- (x) Adjournment.

## SECTION XI: BOARD OF DIRECTORS

A. The affairs of the Association shall be governed by a Board of Directors which shall constitute the governing body referred to in the Unit Property Act of the Commonwealth of Pennsylvania and referred to therein as the "Council".

B. The first Board of Directors of the Association, and succeeding Boards of Directors, shall consist of three (3) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a member of the Association; provided that members of the Board of Directors designated by the Developer, as hereinafter provided, need not be members of the Association. The Developer shall have the right to appoint or elect all members of the Board of Directors until ninety (90) percent of the units are sold.

C. Election of Directors shall be conducted in the following manner:

(1)

All Directors shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these Regulations, and upon such designation and selection by the Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in

accordance with the provisions of these Regulations. Should Developer fail to designate and select members of the Board of Directors previously designated and selected by Developer shall continue to serve as members of the Board of Directors as though designated and selected as herein provided.

(ii) All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these Regulations shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the designation and selection of the members of the Board of Directors whom Developer shall be entitled to designate and select.

(iii) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Developer such vacancy shall be filled by Developer designating and selecting, by written instrument delivered to any officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

(iv) In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any unit may cast more than one vote for any person nominated as Director, it being the intent hereof that voting for Directors shall be noncumulative.

(v) In the event that Developer, in accordance with

the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any office of the Association.

D. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

F. Special meetings of the Directors shall be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

G. Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these regulations or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Regulations or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

I. The presiding officer of Directors' meetings shall be the Chairman of the Board, if such an officer has been elected and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the Common Law and statutes, the Articles of Incorporation of the Association, these Regulations and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Regulations and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(ii) The maintenance, repair, replacement, operation and management of  
wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;

(iv) To make and amend regulations governing the



use of the property, real and personal, in Macassar Gardens Condominium Association so long as such regulations or amendments thereto do not conflict with the restrictions and limitation which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

(v) To approve or disapprove proposed purchasers and lessees of units in the manner now or hereafter specified in the Declaration of Condominium;

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in Macassar Gardens Condominium Association as may be necessary or convenient in the operation and management of Macassar Gardens Condominium Association and in the accomplishing the purposes set forth in the Declaration of Condominium;

(vii) To contract for the management of Macassar Gardens Condominium Association and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

(viii) To enforce by legal means the provisions of the Articles of Incorporation and Code of Regulations of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the property in Macassar Gardens Condominium Association;

(ix) To pay all taxes and assessment which are



liens against any part of

other than units and the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens;

(x) To carry insurance for the protection of the members and the Association against casualty and liability;

(xi) To pay all costs of power, water, sewer and other utility services, if any, rendered to the condominium and not billed to the owners of the separate units; and

(xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

K. The first Board of Directors of the Association shall be comprised of at least the three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the property identified herein has been submitted to the Plan of condominium ownership and the Declaration of Condominium has been recorded in the recorder of Deeds Office of Allegheny County, Pennsylvania. Should any member of said first Board of Directors be unable to serve for any reason, a majority of said first Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

L. The undertakings and contracts authorized by said

first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and said Declaration of Condominium has been recorded in the Allegheny County Recorder of Deeds Office, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

M. Any one or more of the members of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the units in Macassar Gardens Condominium Association at any Special Meeting called for such purpose, or at the annual meeting; provided, however, that only Developer shall have the right to remove a Director appointed by it.

#### SECTION XII: OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Treasurer, a Secretary and such other assistants or vice officers as the Board may determine, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from

powers and duties as the Board shall find to be required to manage the affairs of the Association. Directors may also be officers.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President. The Secretary shall also notify the holders of any first mortgage on the Unit when the Unit Owner or Owners of such Unit become delinquent in their monthly assessments.

D. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep detailed records of all receipts and expenditures, including the expenditures affecting the common

elements, specifying and itemizing the maintenance, repair and replacement expenses of the common elements and any other expenses incurred. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

SECTION XIII: FISCAL MANAGEMENT

A. The fiscal year of the Association shall be the calendar year running from January 1st to December 31st.

B. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon the assessments.

C. The books and accounts of the Corporation as kept by the Treasurer shall be available for examination by the members during regular business hours. Within a reasonable time after the close of each fiscal year, the Association shall furnish the members with a statement of the income and disbursements of the Corporation for such prior fiscal year.

D. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Property landscaping, walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement), operating deficiencies, if any for prior periods;

(ii) The amount of income to be received by the Association from the use, operation, or rental of any of the common elements, which amount shall be referred to as nonmembership income; and

(iii) Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be available to each member on or before January 1, of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be available to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and

expenses of operation and management, or in the event of emergencies.

E. On or before the first (1st) day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the common element. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that monthly amount of assessment which had been established on the basis of the previous year's estimated budget.

F. If any member shall fail or refuse to make payment, of his monthly (1/12) proportionate share of the common expenses when due, the full yearly assessment of that member shall become due and shall constitute a lien on the interest of such member in the property. The member who is delinquent in this monthly payment of his assessment shall receive due notice and have a right to a hearing, if required under the Act or other statute or decision of court. Upon such notice and hearing, the Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Unit Property Act., The Declaration, or this Code of Regulations, or are otherwise available at law or in equity for the collection of all unpaid assessments.

G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

SECTION XIV: PARLIAMENTARY RULES Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation, these Regulations, or with the Statutes of the Commonwealth of Pennsylvania.

SECTION XV: USE AND OCCUPANCY RESTRICTIONS

A. Except as hereinafter provided with respect to the uses permitted by the Developer, no unit shall be used for any other purpose than as a private dwelling for the member and his immediate family, or by a person and such person's immediate family to whom the member shall have leased his unit subject to all the provisions of this Code of Regulations and the Declaration. All leases must be approved as to form by the Board of Directors. No member nor lessee of any member shall permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or suffer any immoral or illegal act to be committed any-



where in or upon the property.

B. No unit owner shall make any structural addition, partition, alteration, improvement or wall change without the prior written consent of the Board of Directors and the mortgagee of said unit. Failure to answer the written request of a unit owner for such approval within thirty (30) days after such request shall constitute a consent by the Board of the proposed change.

C. More specific rules regulating the use and enjoyment of the units and the common elements are set forth in Exhibit No. 1 to this instrument and are hereby incorporated herein. The same may be revised and amended as the Board of Directors sees fit, provided, however, that no rule or regulation shall change the rights of the unit owner or the rights of the Developer as herein or elsewhere set forth.

D. Anything herein or in the Declaration to the contrary notwithstanding, the Developer shall have the right to utilize any units owned by the Developer as models or general or sales offices for sale and promotion purposes including the sale and promotion of property or projects other than the property and shall have the right to utilize the common elements for such purposes and in such manner as the Developer may reasonably require, said right to include the erection of signs. However, all other use and erection of signs is prohibited. Further, the Developer shall have the right to rent any and all units.

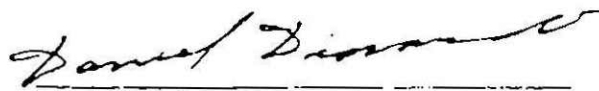
E. The Board of Directors shall have the power to appoint a three (3) person Judicial Committee to receive and




hear complaints, give due notice and hold hearings and to levy fines not in excess of One Hundred (\$100.00) Dollars plus any amount for physical damage which results from any alleged violation of a condition, regulation or rule by any owner, spouse, child guest or employee of an owner. This provision is not intended to replace any rights in law or equity of any party.

SECTION XVI: AMENDMENTS This Code of Regulations may be amended or modified at any time, or from time to time, by the action or approval of a majority of the unit owners; except the regulations affecting the rights or interests of the Developer shall not be amended or modified without the written consent of the Developer.

IN WITNESS WHEREOF, we, being all the first members of the Council or Board of Directors of the

  
DANIEL F. FARNARDO

  
ALDO R. DI MARCO

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F. F. F. F.

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DESCRIPTION OF PROPERTY OWNED BY W. A. KOLLAR CORPORATION  
BUILDING NO. 1, UNITS #201-210  
CONSISTING OF LOTS 1, 2 AND 3  
AND LOTS #35 & #36 IN THE LELAND HEIGHTS PLAN #1

Beginning at a point on the Northerly right of way line of Macassar Drive, 50' wide, said point being a corner common to Lots #36 & #37 in the Leland Heights Plan #1; thence from point of beginning in a Northwesterly direction along the Northerly right of way line of Macassar Drive, N 77° 11' 00" W a distance of 234.41' to a point of curvature; thence by an arc of a circle deflecting to the right having a radius of 40' for an arc length of 51.56' to a point of tangency on the Easterly right of way line of Hartar Drive, 50' wide; thence in a Northwesterly direction along the Easterly Right of way of Hartar Drive, N 3° 20' 00" W a distance of 136.51' to a point on the Easterly right of way line of Hartar Drive, common to corner of Lot #3 in the Leland Heights Plan #4 and land of the Pittsburgh and West Virginia Railway Company; thence in a Southeasterly direction along a line common to the Pittsburgh and West Virginia Railway N 77° 11' 00" E a distance of 218.73' to a point; thence continuing in a Southwesterly direction along line of the Pittsburgh and West Virginia Railway, S 19° 12' 30" W a distance of 14.61' to a point on the Pittsburgh and West Virginia railway at a corner common to Lot #1 in the Leland Heights Plan #4 and Lot #35 in the Leland Heights Plan #1; thence in a Southeasterly direction along line of the Pittsburgh and West Virginia railway, S 76° 21' 00" E a distance of 93.68' to a point common to Lots #36 and #37 in the Leland Heights Plan #1; thence in a Southwesterly direction along the dividing line between Lots #36 and #37 in the Leland Heights Plan of Lots, S 12° 49' 00" W a distance of 144.40' to a point at the place of beginning.

Containing an area of 1.016 Acres.

47237

DESCRIPTION OF PROPERTY OWNED BY P. J. CALAHAN CORP.  
BUILDING NO. 2, UNITS #301-319  
CONSISTING OF LOTS #37, 38, 40, 41 AND PART OF LOT #42  
IN THE LELAND HEIGHTS PLAN #1

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Beginning at a point on the Northerly right of way line of Macassar Drive, 50' wide, at a corner common to Lots #36 and #37 in the Leland Heights Plan #1; thence from said point of beginning in a Northeasterly direction along the dividing line between Lots #36 and #37 in the Leland Heights Plan #1, N 12° 49' 00" E a distance of 144.40' to a point on the line of land of the Pittsburgh and West Virginia Railway; thence in a Southeasterly direction along the line of the Pittsburgh and West Virginia Railway, S 76° 21' 00" E a distance of 164.53' to a point; thence continuing in a Southeasterly direction along the line of the Pittsburgh and West Virginia Railway, S 75° 35' 00" E a distance of 122.40' to a point on the rear line of Lot #42 in the Leland Heights Plan #1; thence in a Southwesterly direction through Lot #42 in the Leland Heights Plan #1, S 12° 49' 00" W a distance of 138.59' to a point on the Northerly right of way line of Macassar Drive; thence in a Northwesterly direction along the Northerly right of way line of Macassar Drive, N 77° 11' 00" W a distance of 286.85' to a point at the place of beginning.

Containing an area of 0.935 Acres

BUILDING NO. 3 & NO. 4, UNITS #41-44  
CONSISTING OF LOTS #43, 44, 45, 46, 47, 48 AND PART OF LOT #49 & #42  
IN THE LELAND HEIGHTS PLAN #1

Beginning at a point on the Northerly right of way line of Macassar Drive, 50' wide, said point being N  $77^{\circ} 11'$  W a distance of 23.15' from the Southwesterly corner of Lots #42 & #43 in the Leland Heights Plan #1; thence from said point of beginning in a Northeasterly direction by a line through Lot #42 in the aforementioned Plan, N  $12^{\circ} 49' 00''$  E a distance of 138.59' to a point on the line of land of the Pittsburgh and West Virginia Railway; thence in a Southeasterly direction along the line of land of the Pittsburgh and West Virginia Railway, S  $75^{\circ} 35' 00''$  E a distance of 71.70' to a point; thence continuing along line of land of the Pittsburgh and West Virginia Railway, S  $74^{\circ} 55' 00''$  E a distance of 207.80' to a point; thence continuing along line of land of the Pittsburgh and West Virginia Railway, S  $79^{\circ} 58' 00''$  E a distance of 98.96' to a point on the rear lot line of Lot #49 in the Leland Heights Plan #1; thence in a Southwesterly direction by a line through Lot #49, S  $12^{\circ} 49' 00''$  W a distance of 133.32' to a point on a curve at the Northerly right of way line of Macassar Drive; thence by an arc of a circle deflecting to the left having a radius of 350' for an arc length of 6.52' to a point of tangency; thence continuing along the Northerly right of way line of Macassar Drive, N  $77^{\circ} 11' 00''$  W a distance of 371.63' to a point at the place of beginning.  
Containing an area of 1.155 Acres.

DESCRIPTION OF A LOT IN THE TOWNSHIP OF MACASSAR-BALDWIN TOWNSHIP,  
BUILDING NO. 3, UNITS #445-455  
CONSISTING OF LOTS #50 & #52  
IN THE LELAND HEIGHTS PLAN #1  
AND PART OF LOT #16 IN THE LELAND HEIGHTS PLAN #2

Beginning at a point on the Northerly corner of way of Macassar Drive,  
50' wide, said point being  $N 74^{\circ} 53' 20'' W$  a distance of 5.00' from the  
Southeasterly lot corner of Lot #49 of the Leland Heights Plan #1; thence  
from said point of beginning in a Northeasterly direction by a line through  
Lot #49 in the aforementioned Plan,  $N 12^{\circ} 49' 00'' E$  a distance of 133.22'  
to a point on the line of land of the Pittsburgh and West Virginia Railway;  
thence in a Southeasterly direction along the line of land of the Pittsburgh  
and West Virginia Railway,  $S 79^{\circ} 58' 00'' E$  a distance of 176.54' to a point  
on the rear line of Lot #52 in the Leland Heights Plan #1; thence in a  
Southwesterly direction by a line through Lot #52,  $S 12^{\circ} 49' 00'' W$  a  
distance of 101.52' to a point of curvature in Lot #16 of the Leland Heights  
Plan #2; thence by an arc of a circle deflecting to the right having a  
radius of 177.86' for an arc length of 83.81' to a point on Lot #16 and  
the Northerly right of way of Macassar Drive; thence by an arc of a circle  
deflecting to the left having a chord bearing of  $N 62^{\circ} 43' 30'' W$  a radius  
350.00' for an arc length of 163.61' to a point at the place of beginning.  
Containing an area of 0.612 Acres.

DESCRIPTION OF PROPERTY OWNED BY E. J. MACE CORP.  
BUILDING NO. 6 & NO. 7, UNITS #357-179  
CONSISTING OF LOTS #22, 21, 20, 19, 18, 17 AND PART OF LOT #16  
IN THE LELAND HEIGHTS PLAN #2  
AND PART OF LOT #52 IN THE LELAND HEIGHTS PLAN #1

Beginning at a point on the Northerly right of way line of Macassar Drive, 50' wide, said point being corner common to Lot #1 in the Leland Heights Plan #2 and Lot #12 of the Leland Heights Plan #2; thence from said point of beginning along the Northerly right of way line of Macassar Drive by an arc of a circle deflecting to the left having a radius of 1,730' for an arc length of 67.05' to a point of tangency; thence continuing along Northerly right of way line of Macassar Drive, N 77° 11' 00" W a distance of 110.26' to a point of curvature; thence continuing along Northerly right of way line of Macassar Drive by an arc of a circle deflecting to the left having a radius of 250' for an arc length of 170.61' to a point of reverse curvature; thence continuing along Northerly right of way line of Macassar Drive, by an arc of a circle deflecting to the right having a radius of 30' for an arc length of 36.41' to a point of reverse curvature; thence continuing along the Northerly right of way line of Macassar Drive by an arc of a circle deflecting to the left having a radius of 350' for an arc length of 15.83' to a point on Lot #16 in the Leland Heights Plan #2; thence by an arc of a circle deflecting to the left, through Lot #16, having a radius of 177.86' for an arc length of 83.81' to a point of tangency; thence in a Northeasterly direction through Lot #52 in the Leland Heights Plan #1, N 12° 49' 00" E a distance of 101.52' to a point on the rear lot line of Lot #52 and the line of land of the Pittsburgh and West Virginia Railway; thence continuing along the line of land of the Pittsburgh and West Virginia Railway for the following three (3) courses and distances: (1) S 79° 58' E a distance of 20.60' to a point; thence (2) S 75° 59' E a distance of 72.94' to a point; thence (3) S 76° 05' E a distance of 276.69' to a point at the Northwestern corner

of Lot #1 in the Leland Heights Plan #5; thence in a Southwesterly direction along the Westerly lot line of Lot #1 in the Leland Heights plan #5, S 15° 47' W a distance of 127.13' to a point at the place of beginning.

Containing an area of 1.214 Acres.