MACASSAR GARDENS

DECLARATION OF CONDOMINIUM

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AMENDED DECLARATION OF CONDOMINIUM

MACASSAR GARDENS

This Declaration, made and entered into as of June 15, 1980, by M. A. Kollar Corporation, Macassar-Baldwin Corporation, R. J. Callahan Corporation, Robert Allen Kent Corporation, and E. J. Mack Corporation, all Pennsylvania corporations, with their principal office and place of business at 1032 Hiland Avenue, Coraopolis, Pennsylvania, hereinafter collectively referred to as "Declarant" for themselves, successors, grantees and assigns.

WITNESSETH

WHEREAS, the Declarant is the record owner of a certain parcel of real estate and townhouse buildings thereon in the Borough of Baldwin, in the County of Allegheny, Commonwealth of Pennsylvania, as further described in Exhibit "A", attached hereto and made a part hereof, commonly known as Macassar Gardens and also referred to in Article II, Section 2 herein;

WHEREAS, the Declarant desires to reform the original Declaration of Condominium establishing Macassar Gardens (hereinafter sometimes called the "Original Declaration"), made and entered into the fifteenth day of June, 1980, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6284, page 575 through page 600, in order to

clarify the record by establishing that Aldo R. DiNardo, sole shareholder and principal office of R. J. Callahan Corporation and E. J. Mack Corporation, and Daniel Dinardo, sole shareholder and principal officer of M. A. Kollar Corporation, Robert Allen Kent Corporation and Macassar-Baldwin Corporation executed the Original Declaration on behalf of the respective corporations in their capacity as authorized agents and officers of said corporations;

WHEREAS, the first members of Council established and adopted the original Code of Regulations on June 15, 1980, duly recorded in the Recorder's office at Deed Book Volume 6284, page 544;

WHEREAS, after public meetings, with the requisite notice given to the tenants of the Declarant, the Planning Commission of Baldwin Borough approved on April 29, 1980, and the Council of Baldwin Borough approved on May 19, 1980, the dedication of the Declarant's real estate described above into condominium units according to the Declaration Plan dated March 12, 1980, and under the provisions of the Unit Property Act of the Commonwealth of Pennsylvania;

WHEREAS, the Declaration Plan, dated March 12, 1980, which was referred to as Exhibit "A" in the Original Declaration and was filed in the Recorder's office of Allegheny County, Pennsylvania, in Plan Book Volume 116, pages 132 through 136 on

August 12, 1980, encompasses all the Property of the Declarant and sets forth the measurements, elevations, locations and other data, in accordance with Section 402 of the Act, including:

1) the Parcel and its exterior boundaries;

2) the Buildings; and

3) each Unit of the Building;

WHEREAS, the Macassar Gardens Condominium Association was incorporated on May 20, 1980, as a nonprofit Pennsylvania corporation to manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act;

WHEREAS, the Declarant delivered a letter to each occupant of a Unit on or about June 2, 1980, notifying each occupant of the creation of the condominium;

WHEREAS, the Declarant hereby does reaffirm and ratify the acts of Aldo R. DiNardo and Daniel Dinardo with respect to the establishment of the Condominium under the Unit Property Act;

WHEREAS, the Declarant desires to amend and restate the Original Declaration and Original Code of Regulations and for that purpose hereby intends to have this document fully supersede the aforesaid earlier Original Declaration and Original Code of Regulations;

WHEREAS, Declarant intends to and does hereby submit the above-described real estate together with all buildings, improvements, and other permanent fixtures of whatsoever kind thereon,

and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania;

WHEREAS, Declarant is further desirous of establishing for their own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maitenance thereof; and

NOW, THEREFORE, Declarant hereby declares that it is the express purpose, desire and intention of the Declarant, and the Declarant hereby does submit and ratify the prior submission of the Property, including the improvements thereon, to the provisions of the Pennsylvania Unit Property Act (68 P.S. Section 700.101, et seq.), as it may be from time to time amended (hereinafter called the "Act") under the name of Macassar Gardens, so that the said Property shall be held, sold and conveyed subject to the provisions of the aforesaid Act and the covenants, conditions and restrictions contained herein, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following terms shall have the meanings herein ascribed to them, unless the context clearly indicates otherwise:

Section 1. "Building" or "Buildings" means any multi-unit building or buildings or complex thereof, and garages appurtenant thereto, as well as improvements comprising a part thereof, used, or intended for use, for residential purposes, which have been or will be constructed on the Property.

Section 2. "Code of Regulations" means such governing regulations as are adopted for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time, and recorded in accordance with the Act.

Section 3. "Common Elements" means and refers to the entire Property excepting the Units and includes without limitation the following: (a) the land on which the Buildings are located and portions of the Buildings which are not included in a Unit; (b) the recreation area and recreation facilities to be erected within said area; (c) all other land subjected to the provisions of the Act; (d) the foundations, structural parts, supports, weight-bearing and exterior walls, roofs, gutters, downspouts, and walls between Units in the Buildings; (e) the sidewalks, yards, parking areas, and driveways except to the extent the same may be designated Limited Common Elements as defined herein; (f) portions of the land and Buildings used exclusively for the management, operation or maintenance of the Common Elements; (g) all pipes,

lines, wires, ducts, conduits and cables for services and utilities which are located outside the perimeter of the Units or which are located within the perimeter of any Unit and serve more than one Unit; (h) all easements and rights of way serving the Property which are not located within the Property; (i) all other elements of the Buildings necessary or convenient to their existence, management, operation, maintenance and safety, or normally in common use; and (j) such other areas and facilities as are so designated on the Declaration Plan, or in the Act, this Declaration or the Code of Regulations.

Section 4. "Limited Common Elements" means those Common Elements which are limited to and reserved for the exclusive use of a Unit Owner, his tenants, immediate family, guests and invitees or those Common Elements which are limited to or reserved for the exclusive use of the Unit Owners within a given Building, their tenants, immediate families, guests and invitees. For the purposes of this Declaration, Limited Common Elements shall include: (a) the patio areas appended to or contiguous with a particular Unit; (b) the parking space assigned to a particular Unit; (c) the sidewalks and driveways servicing particular Units; and (d) such other areas as are so designated on the Declaration Plan. Except with respect to exclusivity of use and as provided in Article X of this Declaration, Limited Common Elements are deemed to be Common Elements for all other purposes and provisions under this Declaration or the Code of Regulations.

Section 5. "Common Expenses" means and includes: (a) expenses of administration, maintenance, repair, replacement, alteration or improvement of the Common Elements, including the Limited Common Elements, incurred by the Council; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act or by this Declaration or the Code of Regulations; and (d) expenses declared common by the Council pursuant to the provisions of this Declaration or of the Code of Regulations.

Section 6. "Council" means the organization of the collective Unit Owners established to manage the affairs of the Property, that is, the Macassar Gardens Condominium Association, a nonprofit corporation formed under the laws of the Commonwealth of Pennsylvania to manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

Section 7. "Declarant" means M.A. Kollar Corporation, Macassar-Baldwin Corporation, R. J. Callahan Corporation, Robert Allen Kent Corporation and E. J. Mack Corporation, their successors and assigns in interest in the property shown on the Declaration Plan and the Units not yet sold or conveyed to Unit Owners.

Section 8. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and any amendments thereto.

Section 9. "Declaration Plan" means a survey of the Property or any amendments thereto, showing the improvements erected on or to be erected thereon, and the floor plans of the Buildings erected on or to be erected thereon, prepared in accordance with Section 402 of the Act and recorded at Plan Book Vol. 162, Page 132.

Section 10. "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate in interest of the ownership of the Common Elements as specified in this Declaration.

Section 11. "Person" means a natural individual, corporation, partnership, association, trustee or legal entity.

Section 12. "Property" means and includes the land, the Buildings, all improvements now or hereafter erected thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto which are by this instrument to be submitted to the provisions of the Act as referred to in Article II, Section 2 of this Declaration, and shall also include the additional property shown on Sheet No. 1 of the Declaration Plan, if and when, all or a part of such additional property may hereafter be submitted to the provisions of the Act by amendments to this Declaration and the Declaration Plan as hereinafter provided.

Section 13. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 14. "Recorder" means the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 15. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of mortgages, judgments or liens against the Unit by which the Property is removed from the provisions of the Act.

Section 16. "Two-thirds" or "Two-thirds vote of the Unit Owners" means sixty-six and two-thirds percent or a vote of sixty-six and two-thirds percent of the total interests in the Common Elements as specified in this Declaration.

Section 17. "Unit" means a part of the buildings designed or intended for any type of independent use, which has a direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way, or to an easement or right of way or private street leading to a public street or way, and includes the proportionate undivided interest in the Common Elements, which is assigned thereto by this Declaration or any amendments made hereto.

Section 18. "Unit Designation" means the number designating a Unit in the Declaration Plan.

Section 19. "Unit Owner" means the person or persons owning a Unit in fee simple.

Section 20. "Macassar Gardens" means the Property and also Unit Owners in the Buildings, acting as a group pursuant to this Declaration and to the Code of Regulations.

ARTICLE II

Name and Description

Section 1. Name. The name by which the Property, the Buildings and the Unit Owners are to be identified is Macassar Gardens.

Section 2. Description of Property. The Property herewith submitted to the provisions of the Act is shown on the Declaration Plan, and is also legally described in Exhibit "A," attached hereto and incorporated herein by reference. This Property is to consist of real estate, Units, Common Elements and Limited Common Elements as shown on the Declaration Plan.

Section 3. Description of Buildings. The Buildings are structures consisting of Units, Common Elements and Limited Common Elements constructed on or which will be constructed on the Property as more particularly described in the Declaration Plan.

Section 4. Description of the Units. Each Unit consists of that portion of the Building as shown on the Declaration Plan, together with all equipment, fixtures, piping, wiring, ducts, cables and conduits located within the perimeter thereof including

(a) all walls, ceilings, floors, partitions, dividers, mouldings, baseboards, shades, doors, door frames, door hardware, grills, vents and window panes; (b) all kitchen equipment and fixtures; (c) all bathroom, lavatory and plumbing fixtures and equipment; (d) all electrical and lighting fixtures, and (e) all floor, wall and ceiling coverings including carpeting, plaster, tiling, wallpaper and paint; but not including any structural walls or columns located therein or any pipes, lines, ducts, conduits or cables which serve more than one Unit. The perimeter of each Unit is defined by and extends to the exterior walls or the mid-point between party walls, is defined by and includes the slab or structural floor below the first floor or lower level of the Unit and is defined by and extends to the roof.

Section 5. Description of Common Elements. The Common Elements consist of all parts and portions of the Property except the Units and Limited Common Elements, which includes any personal property acquired in common by the Unit Owners or by the Council on behalf of the Unit Owners for use in, on or in connection with the Common Elements, but does not include any personal property owned by the individual Unit Owners, whether found in the Units or in or on the Common Elements or Limited Common Elements.

Section 6. Description of Limited Common Elements. The Limited Common Elements consist of the patios appended to or contiguous with a particular Unit, the parking space assigned to a particular Unit, the sidewalks and driveways serving particular Units and such other areas so designated in the Declaration Plan.

ARTICLE III

Ownership of Units and Common Elements

Section 1. Interest in Units. Subject to the provisions of this Declaration and the Code of Regulations, the owner of each Unit shall hold title thereto in fee simple as more fully shall be set forth in the Deed to each Unit. Each Unit, for all purposes, may be referred to by its Unit Designation.

Section 2. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements (expressed as a percentage) allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference. Such ownership runs with title to each Unit, may not be separated therefrom, and shall be deemed to be conveyed, leased or encumbered with the Unit even though not expressly referred to or described in the Deed, Lease, Mortgage or other instrument. At all times the total of the undivided interests as described in this section shall aggregate 100%.

ARTICLE IV

Use, Purposes and Restrictions

The Property, including the Buildings, the Units and the Common Elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Unit Restrictions. No Unit may be divided or subdivided into a smaller unit, nor may any portion less than all of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof be sold or otherwise transferred without first amending the Declaration and Declaration Plan to show the changes in the Units to be affected thereby. Any Unit Owner or Owners wishing to amend the Declaration and Declaration Plan for any of the purposes set forth in this section shall pay the cost of preparation and recording of such amendments. Notwithstanding anything contained herein to the contrary, the Declarant has the right to use any Unit owned by it for models and for sales and administrative offices.

Section 2. Removal of Common Elements. If a Unit Owner acquires an adjoining Unit, such Owner may remove all or any portion of any intervening partition or wall, so long as no portion of any bearing wall or column is weakened or removed and no portion of any of the Common Elements, other than the partition or wall, is damaged or endangered. Any such removal may be undertaken by a Unit Owner only after delivery to Council or plans showing the partitions or walls to be removed and written approval therefor has been obtained from the Council which approval shall not be unreasonably withheld.

Section 3. Residential Use. Each Unit, except those Units owned by the Declarant and used by it as Sales Offices, Administrative Offices and Models, is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Notwithstanding the foregoing, a Unit may be rented for residential purposes by the Owner thereof under a lease for a term of at least one month and not in excess of one year; Declarant may lease a Unit without restriction as to term.

Section 4. Use of Common Elements. The Common Elements may be used by all Unit Owners and tenants, their families, guests and invitees, subject to the Code of Regulations and such rules and regulations as may be established by the Council.

Section 5. Use of Limited Common Elements. The Limited Common Elements may be used by those Unit Owners, and tenants, guests and invitees of such Unit Owners, to which said Limited Common Elements are appurtenant; subject, however, to the Code of Regulations and such rules as may be established by the Council. Provided further, however, that subject to the provisions of Article X of this Declaration, the aforementioned Limited Common Elements shall be considered to be Common Elements in this Declaration for all other purposes and provisions, including without limitation provisions with respect to Common Expenses. The undivided interest in the aforementioned Limited Common Elements may not be separated from the Unit to which it pertains and shall be deemed to be conveyed, leased or encumbered with a Unit even

though such interest is not expressly referred to or described in an instrument relating to said Unit.

ARTICLE V

Expenses

Section 1. Common Expenses. The Declarant, for each completed Unit which it owns, hereby covenants, and each subsequent Unit Owner, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, covenants and agrees to pay to the Council or its designee, as representatives of Macassar Gardens, such assessments and charges as may be levied by the Council to cover the Common Expenses incurred by the Council on behalf of the Unit Owners and the Common Elements and Limited Common Elements of Macassar Gardens. Such assessments and charges shall be the personal obligation of the Unit Owner, shall run with the land and shall be a continuing lien upon the Units; and such assessments and charges may be enforced in any court of law or equity having jurisdiction thereof, as provided by the Act. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any first mortgage.

Section 2. Alterations or Improvements. Council shall make no alterations or improvements to the Common Elements (excluding restoration, maintenance, repair or replacement) for any purpose, other than to comply with governmental requirements or regulations, unless such alterations or improvements are approved by a Resolution duly adopted by a two-thirds (2/3) vote of the Unit Owners.

ARTICLE VI

Encroachments

If any portion of a Unit, Common Element or Limited Common Element encroaches upon another Unit or Common Element or upon a Limited Common Element, a valid easement for this encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event any Building is partially or totally destroyed, and then rebuilt, encroachments of portions of Units, Common Elements or Limited Common Elements as aforedescribed, due to construction, shall be permitted, and a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE VII

Easements

Section 1. Unit Owner's Easements. Each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain and repair, as necessary, all pipes, wires, ducts, cables, conduits, chimneys, air conditioners, utility lines and other elements located within the Unit or physically located on the Common Elements or Limited Common Elements pursuant to the original construction or by permission of the Council. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from and over such other Units as may be necessary for the continuance and maintenance of structural Common Elements.

Section 2. Council's Easements. The Council shall have the right to reasonable access to each Unit to inspect the same, to remove violations therefrom and shall have the obligation to maintain, repair or replace the Common Elements and the Limited Common Elements. The Council shall have an easement in and to each Unit and the elements common to it and other Units or Common Elements contained therein or elsewhere in the Buildings to maintain, repair and replace the Common Elements and Limited Common Elements, as aforesaid, and such other equipment or elements as may be the responsibility of Macassar Gardens under the Code of Regulations or by contract. Nothing contained in this section concerning the obligation of Council shall be construed to prevent the levying of an assessment or charge on one or more Unit Owners for work performed pursuant to the easements granted herein, if Council, in its discretion, shall determine that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

Section 3. Grant of Easements by Council. The Council may grant or accept, on behalf of all of the Unit Owners, easements for the benefit of the Common Elements or any or all Unit Owners, and, to facilitate the granting of any such easement in, through, under or upon the Common Elements, each Unit Owner hereby does grant, along with all other Unit Owners, unto the Council, acting through its duly authorized officers, and irrevocable Power

of Attorney to execute, acknowledge and deliver, on his behalf and in his name, any such easement.

Section 4. Declarant's Easements. The Declarant and any person or entity acting by, through or under the Declarant shall have the right of use and passage of, in, upon, through and across the Common Elements for erection, construction and installation of the Units and improvements in connection therewith and improvements to the Common Elements, for sale of the Units and for any and all activities necessary or convenient in connection with any of the foregoing.

ARTICLE VIII

Council and Voting

Section 1. First Council Members. The names of the first Directors of Council are: Roy Roscoe, Esq., Daniel Dinardo, and Aldo R. DiNardo. They, or their successors appointed by the Declarant, shall serve until election of successors by the Unit Owners, as provided in the Code of Regulations.

Section 2. Voting. Each Unit Owner shall automatically become a voting member of Macassar Gardens Condominium Association. Upon termination of his ownership of a Unit, his membership shall thereupon automatically terminate and transfer and inure to a new Unit Owner succeeding him in interest. At any meeting of Unit Owners, each Unit Owner shall be entitled to the

same number of votes as established by the percentage of ownership in the Common Elements assigned to his Unit by this Declaration and any amendments hereto.

ARTICLE IX

Separate Mortgages, Taxes, Utility Charges

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage his own respective Unit, together with his proportionate share in the Common Elements.

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided by the Act.

Section 3. Utilities. Each Unit Owner shall pay for his own telephone, electricity, gas, water and sewage service, and other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed shall be treated as part of the Common Expense.

ARTICLE X

Unit Owner Maintenance

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of his own Unit and of his personal property, whether placed within the Unit or in or upon the Common Elements or Limited

Common Elements, except to the extent that any such repairs or replacements are necessitated by occurrences on account of which compensation is obtained through policies of insurance maintained by the Council. Each Unit Owner shall have the sole and exclusive responsibility for (a) cleaning, replacement and repairing any glass panes in any windows in his Unit; (b) maintaining and repairing any piping, ducts, wiring, cables and conduits located within his Unit; (c) maintaining and repairing any heating, ventilating or air conditioning equipment located outside the Unit but which serve only his Unit, including the concrete pad upon which such equipment may rest; and (d) painting, decorating and maintaining the interior surfaces of all walls, ceilings, doors, window frames, vents and floors within his Unit; however, Unit Owners shall not be responsible for maintaining and repairing any ducts, wiring, cables and conduits located within their Units which serve more than one Unit. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of Council. In addition to the foregoing, and notwithstanding anything in this Declaration to the contrary, each Unit Owner shall be responsible, at his own expense, for all cleaning and all maintenance and repair, other than structural repair, of the Limited Common Elements appurtenant to his Unit, including the removal of snow from the sidewalks and driveway serving his particular Unit and for the maintenance of landscaping and lawns appurtenant to his Unit. Council shall provide for maintenance of, and snow removal from the common driveway and for such land-

scaping and lawn services as the Unit owners by majority vote shall determine.

ARTICLE XI

Insurance

Section 1. Fire and Extended Coverage. The Council shall obtain and at all times maintain insurance against loss, damage to or destruction of the Common Elements and Limited Common Elements by fire and such other risks as may be covered under standard extended coverage provisions to the extent of the full replacement cost thereof, with such deductible as the Council may determine, and shall obtain and maintain insurance against loss, damage to or destruction of the Units by fire and such other risks as may be covered under standard extended coverage provisions to the extent of all or any part of the full replacement cost thereof. Such insurance shall be payable to the Council as agents for the Unit Owners and the holders of mortgages on the Units, and no mortgagee of any Unit shall be entitled to participate in the adjustment of any loss covered by said insurance or to receive or apply the proceeds from said insurance to reduction of the mortgage debt or other charges thereunder except in the event of partition pursuant to Article XII hereof.

Section 2. Liability Insurance. The Council shall obtain and at all times maintain comprehensive public liability insurance insuring Macassar Gardens, the Unit Owners, each member of Council and the Officers thereof against liability to other

persons or entities, or to the Unit Owners, their tenants, families, guests and invitees, in any way relating to or arising from the ownership or use of the Common Elements and Limited Common Elements. Limits of liability under such insurance shall be at least $300,000.

Section 3. Director's and Officer's Liability Insurance. The Council shall obtain and at all times maintain directors' and officers' liability insurance insuring the Officers and Members of Council against personal liability arising in connection with performance of their duties as such.

Section 4. Personal Property Insurance. The Council shall obtain and at all times maintain insurance against loss, damage to or destruction of any personal property owned by the Unit Owners in common and used in connection with the Common Elements arising from fire or such other risks as may be covered under standard extended coverage provisions, to the extent of the full replacement cost thereof, with such deductible as the Council may determine.

Section 5. Workman's Compensation and Other Insurance. The Council shall obtain and at all times maintain Workmen's Compensation Insurance and it may obtain such other insurance in such amounts as Council from time to time may deem desirable.

Section 6. Owner's Insurance. The Council shall 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 shall deem desirable.

ARTICLE XII

Damage or Destruction

Section 1. Buildings. In the event of damage or destruction of any Building, it shall be promptly repaired and restored by the Council to substantially the same condition as it existed theretofore by using the proceeds of insurance held by the Council for the purpose, and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in proportion to the respective undivided ownership of the Common Elements; provided, however, that if there is a substantially total destruction of any Building, or of one or more of the Buildings, or if seventy-five percent (75%) of the Unit Owners directly affected by any damage or destruction, voting as in all other instances shall duly resolve not to proceed with repair or restoration then, in that event, the salvage value of the Building or Buildings shall be subject to partition as the suit of any Unit Owner directly affected thereby. In the event of a partition, the net proceeds of sale, together with the net proceeds of insurance policies held by the Council, shall be considered one fund and shall be divided among all the Unit Owners directly affected in proporation to their respective undivided ownership of the Common Elements, after discharging, out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

Section 2. Other Common Elements. In the event of damage to or destruction of any of the Common Elements, other than Common Elements which are a part of a Building, such as the recreation facilities, the Common Elements shall be promptly repaired and restored by the Council to substantially the same condition as existed prior to the damage or destruction by using the proceeds of insurance held by the Council for that purpose, and the Unit Owners shall be liable for any deficiency in funds necessary therefor which shall be charged to them and assessed as a Common Expense.

ARTICLE XIII

Eminent Domain

Section 1. Recreation Areas and Facilities. If all or part of the recreation areas and recreation facilities shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner and Declarant shall be entitled to a share in the damages in the same proportion as his interest in the Common Elements, which, for this purpose, shall be determined as though, at the time of any such taking, injury or destruction, there were

Fifty (50) Units in Macassar Gardens, as though all Units, whether completed, uncompleted or not begun, which were not theretofore conveyed or sold to Unit Owners by the Declarant, were owned by the Declarant; as though all Units, shown or not shown on the then existing Declaration Plan; and, in the case of Units not shown on the then existing Declaration Plan, as though all Units were proportionally of the same types, styles and sizes as those shown on the then existing Declaration Plan.

Section 2. Other Common Elements. If all or any part of the Common Elements other than the recreation areas and recreation facilities shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner shall be entitled to a share of the damages in the same proportion as his individual interest in the Common Elements as set forth on Exhibit "B" hereof.

ARTICLE XIV

Units Subject to Declaration Code of Regulations, Rules and Regulations

All present and future Unit Owners, tenants, mortgagees and occupants of Units, shall be subject to and shall comply

with the provisions of this Declaration and the Code of Regulations as they may be amended from time to time. All duly promulgated Rules of Macassar Gardens shall also be fully binding. The acceptance of a Deed, conveyance or Mortgage, the entering into of a Lease or the entering into occupancy of a Unit shall constitute agreement that the aforedescribed instruments are accepted and ratified by each such Unit Owner, tenant, occupant or mortgagee, and that all such provisions of the aforedescribed instruments shall be deemed and taken to be covenants running with the land and shall bind any person at any time having any interest or estate in such Unit as though such provisions were ratified and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XV

Amendment

The proportionate undivided interest in the Common Elements may be altered by the recording of an amendment duly executed by all Unit Owners affected thereby. Any amendment to the Declaration, other than an amendment which would alter the percentage of undivided interests in the Common Elements, may be made only upon Resolution duly adopted by a two-thirds (2/3) vote of all Unit Owners and also adopted by the Council. No such amendment shall be effective until duly recorded.

ARTICLE XVI

Removal

The Property may be removed from the provisions of the Act

by a written revocation of this Declaration executed and acknowledged by all Unit Owners and the holders of all mortgages, judgments or other liens affecting the Units, and duly recorded. Once the property has been removed from the provisions of the Act, the former Unit Owners shall become tenants in common of the Property as provided by the Act.

ARTICLE XVII

Interpretations and Disputes

Matters of dispute or disagreement between or among Unit Owners or between any Unit Owner and the Council or any matters which require interpretation of this Declaration or the Code of Regulations or the Rules of Macassar Gardens shall be determined by the Council at any regular or special meeting at which all interested parties shall be invited to appear and to participate. Any such determination by Council shall be final and binding on all Unit Owners.

ARTICLE XVIII

Severability

If any of the provisions of this Declaration, the Code of Regulations or the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XIX

Gender

As used herein, the masculine shall be deemed to mean and refer to the feminine or the neuter gender, whenever appropriate.

ARTICLE XX

Captions

The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of this Declaration nor the intention of any provision hereof.

ARTICLE XXI

Conflicts

This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control.

IN WITNESS WHEREOF, the Declarant has hereunto caused these presents to be duly executed at Pittsburgh, Pennsylvania, as of June 15, 1980.

M. A. KOLLAR CORPORATION

(SEAL)

By _____
Daniel Dinardo
President

By _____
Marie Dinardo
Secretary

(SEAL) MACASSAR-BALDWIN CORPORATION

By _____
Daniel Dinardo
President

By _____
Marie Dinardo
Secretary

(SEAL) ROBERT ALLEN KENT CORPORATION

By _____
Daniel Dinardo
President

By _____
Marie Dinardo
Secretary

(SEAL) R. J. CALLAHAN CORPORATION

By _____
Aldo DiNardo
President

By _____
Helga DiNardo
Secretary

(SEAL)

E. J. MACK CORPORATION

By _____
Aldo DiNardo
President

By _____
Helga DiNardo
Secretary

Commonwealth of Pennsylvania :
: SS
County of Allegheny :

I, Carol A. Weisner, a Notary Public in an and for said County, in the State aforesaid, do hereby certify that Daniel Dinardo, personally known to me to be the President of M. A. Kollar Corporation, duly licensed to transact business in the State of Pennsylvania, and Marie Dinardo, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of March 19 81.

Carol A. Weisner
Notary Public

CAROL A. WEISNER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 28, 1985
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania :
: SS
County of Allegheny :

I, Carol A. Weisner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Dinardo, personally known to me to be the President of Macassar-Baldwin Corporation, duly licensed to transact business in the State of Pennsylvania, and Marie Dinardo, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of March, 1981.

Carol A. Weisner
Notary Public

CAROL A. WEISNER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 28, 1985
Member, Pennsylvania Association of N

Commonwealth of Pennsylvania :
: SS
County of Allegheny :

I, Carol A Heisner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Dinardo, personally known to me to be the President of Robert Allen Kent Corporation, duly licensed to transact business in the State of Pennsylvania, and Marie Dinardo, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of March, 19 81.

Carol A Heisner
Notary Public

CAROL A. WEISNER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 28, 1985
Member, Pennsylvania Association of Notaries

State of California :
: SS
County of ORANGE :

I, CONSUELO F. ARELLANES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Aldo Dinardo, personally known to me to be the President of R. J. Callahan Corporation, duly licensed to transact business in the State of Pennsylvania, and Helga Dinardo, personally known to me to be the Secretary of said corporation and personally knowned to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of February, 1981.

OFFICIAL SEAL
CONSUELO F. ARELLANES
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Nov. 23, 1982

Consuelo F. Arellanes
Notary Public

State of California :
: SS
County of ORANGE :

I, Consuelo F. Arellanes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Aldo Dinardo, personally known to me to be the President of E. J. Mack Corporation, duly licensed to transact business in the State of Pennsylvania, and Helga Dinardo, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of February, 1981.

OFFICIAL SEAL
CONSUELO F. ARELLANES
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Nov. 23, 1982

Consuelo F. Arellanes
Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY OWNED BY M. A. KOLLAR CORPORATION
BUILDING NO. 1, UNITS #201-219
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 S 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.

DESCRIPTION OF PROPERTY OWNED BY R. J. CALLAHAN 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

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.

EXHIBIT A
Page 4

DESCRIPTION OF PROPERTY OWNED BY ROBERT ALLEN KENT CORP.
BUILDING NO. 3 & NO. 4, UNITS #321-343
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° 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° 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° 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° 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° 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° 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° 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 PROPERTY OWNED BY MACASSAR-BALDWIN CORP.
BUILDING NO. 5, UNITS #345-355
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 right of way of Macassar Drive, 50' wide, said point being N 74° 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° 49' 00" E a distance of 133.32' 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° 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° 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° 43' 30" W a radius of 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. MACK CORP.
BUILDING NO. 6 & NO. 7, UNITS #357-379
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 #5 and Lot #22 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 Northwesterly 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.

EXHIBIT "A"

All the foregoing properties are together bounded and described as follows:

Beginning at a point along the Northerly right of way line of Macassar Drive; thence South 77° 11' 00" East a distance of 892.89' to a point of curvature; thence continuing along said Northerly right of way line by an arc of a circle deflecting to the right having a radius of 350.00' for an arc length of 201.79' to a point of reverse curvature; thence continuing along said Northerly right of way line by an arc of a circle deflecting to the left having a radius of 30.00' for an arc length of 36.41' to a point of reverse curvature; thence continuing along said 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; thence continuing along said Northerly right of way line of Macassar Drive South 77° 11' 00" East a distance of 110.26' to a point of curvature; thence continuing along said Northerly right of way line of Macassar Drive by an arc of a circle having a radius of 1730' for an arc length of 67.05' to a point; thence North 15° 47' 00" East a distance of 127.13';thence North 76° 05' 00" West a distance of 276.69' along the line of land of the Pittsburgh and West Virginia Railway; thence continuing along said line North 75° 59' 00" West a distance of 72.94' to a point; thence continuing along said line

Exhibit A

North 79° 58' 00" a distance of 296.10' to a point; thence continuing along said line North 74° 55' 00" a distance of 207.80' to a point; thence continuing along said line North 75° 35' 00" West a distance of 194.10'; thence continuing along said line North 76° 21' 00" West, a distance of 258.21' to a point; thence North 19° 12' 30" East a distance of 14.61' to a point; thence along the line of land of the Pittsburgh and West Virginia Railway North 77° 11' 00" West a distance of 218.73' to a point on the Easterly line of Hartar Drive, thence South 03° 20' 00" East a distance of 136.51' to a point of curvature; thence by an arc of a circle deflecting to the left, having a radius of 40' for an arc length of 51.56' to a point of tangency along the Northerly right of way line of Macassar Drive to the point of beginning.

(See Declaration Plan for Macassar Garden Condominium Association dated March 12, 1980, by J. R. Gales and Associates of Record in the Recorder's Office of Allegheny County, Pennsylvania, at Plan Book Volume 116, pages 132 to 136.)

EXHIBIT "B"

Percentage of Ownership Interest in Common Elements

Unit Designation	Percentage	Unit Designation	Percentage
201	2.0	331	2.0
203	2.0	333	2.0
205	2.0	335	2.0
207	2.0	337	2.0
209	2.0	339	2.0
211	2.0	341	2.0
213	2.0	343	2.0
215	2.0	345	2.0
217	2.0	347	2.0
219	2.0	349	2.0
301	2.0	351	2.0
303	2.0	353	2.0
305	2.0	355	2.0
307	2.0	357	2.0
309	2.0	359	2.0
311	2.0	361	2.0
313	2.0	363	2.0
315	2.0	365	2.0
317	2.0	367	2.0
319	2.0	369	2.0
321	2.0	371	2.0
323	2.0	373	2.0
325	2.0	375	2.0
327	2.0	377	2.0
329	2.0	379	2.0
		TOTAL	100%

DECLARATION OF CONDOMINIUM

ESTABLISHING MACASSAR GARDENS, A CONDOMINIUM

This Declaration, made and entered into this 15th day of June, 1980, by Aldo R. DiNardo and Daniel DiNardo his successors, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns:

WITNESSETH:

WHEREAS, the Developer is the record owner of a certain parcel of real estate located in the Borough of Baldwin, County of Allegheny and Commonwealth of Pennsylvania more particularly described as follows:

"SEE RIDER"

WHEREAS, Developer is the owner of certain townhouse buildings and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises; and

WHEREAS, Developer intends to and does hereby submit the above described real estate together with all buildings, improvements, and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania; subject however to a loan/mortgage given by Developer to Century Federal Savings and Loan Association.

WHEREAS, Developer is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Developer desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said Property shall, at all times, enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared

to be in furtherance of a plan to promote and protect the cooperative aspect of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW THEREFORE, the Developer, as the record owner of the above described real estate and for the purposes above set forth, hereby declares as follows:

1. DEFINITIONS: For the purpose of this Declaration the following definitions shall control:

A. "Act" shall mean the Unit Property Act of the Commonwealth of Pennsylvania

B. "Declaration" shall mean this instrument by which the property is submitted to the provisions of the Act, as hereinafter provided and such Declaration as from time to time amended.

C. "Parcel" shall mean the tract of real estate, described above in this Declaration which is submitted to the provisions of the Act.

D. "Property" shall mean all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon or to be constructed, including buildings and all easements, rights and appurtenances belonging thereto, and fixtures, equipment and

furnishings intended for the mutual use, benefit or enjoyment of the unit owners.

E. "Unit" means a party of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration.

F. "Common Elements" shall mean all portions of the property except the Units.

G. "Limited Common Element" shall mean a portion of the Common Elements contiguous to and serving exclusively a single unit or adjoining Units as an inseparable appurtenance thereto.

H. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

I. "Unit Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

J. "Majority" or "Majority of the Unit Owners" shall mean the owners of more than fifty (50%) per cent in the aggregate in interest of the undivided ownership of the Common

Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided interes in the Common Elements appurtenant thereto.

K. "Unit Ownership" shall mean a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

L. "Declaration Plan" shall mean the Plan of Macassar Gardens Condominium Association.

showing all units in the Property submitted to the provisions of the Act, which Plan is attached hereto as Exhibit "A" and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration.

M. "Building" shall mean the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Declaration Plan.

N. "Association" shall mean the organization of the collective Unit Owners established to manage the affairs of the Property.

O. "Code of Regulations" shall mean the by-laws

or rules of the Association, which Code of Regulations is attached hereto as Exhibit "B" a part hereof and recorded concurrently with the recording of this Declaration.

2. NAME: The name by which the Property will be known is Macassar Gardens Condominium Association.

3. SUBMISSION OF PROPERTY TO ACT: The Developer hereby submits the Property to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania.

4. DECLARATION PLAN: The Property is to consist of the Units, the Limited Common Elements and the Common Elements (as those terms are defined in Section 1 hereof) shown on the Declaration Plan, whcih Plan is attached hereto as Exhibit "A" and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration in the Recorder of Deeds Office of Allegheny County, Pennsylvania.

5. DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS:

A. UNITS: Each Unit is identified by a specific number on the Declaration Plan referred to in Section 4 and no Unit bears the same designation as any other Unit. The boundary lines of each Unit so identified are the interior surfaces of its perimeter

walls, bearing walls, basement floors, top story ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed.

B. COMMON ELEMENTS: The Common Elements shall consist of all the Property other than those portions of the buildings which are included within the Units, as set forth above, and the Limited Common Elements, hereinafter set forth, including without limitation all land and all portions of the Property not located within any Unit; and also including but not by way of limitation, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, sewage lines, bearing walls perimeter walls, columns and girders, to the interior surfaces thereof, regardless of location, greens, streets and parking areas, recreational greens and facilities, tot lots, all installations of power, lights, gas, hot and cold water and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

C. LIMITED COMMON ELEMENTS: The Limited

Common Elements shall consist of any and all stairways, entrances, balconies, decks, patios, storage areas, and parking areas designated by the Association as such. All areas so designated are reserved for the exclusive use of the Unit or Units to which they are adjacent or to which they are declared to be appurtenant by the appropriate designation. Each such Limited Common Element however, is subject to and governed by the Provisions of the Act, this Declaration and Code of Regulations and rules and regulations of the Association.

6. OWNERSHIP OF THE COMMON ELEMENTS: Each Unit Owner shall be entitled to that percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit "C" and by reference incorporated herein and made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective Units as set forth in Exhibit "C" shall remain constant unless amended in writing by all the Unit Owners. Said ownership interests in the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "C". The ownership of each Unit and the Unit Owner's

corresponding percentage of ownership in the Common Elements shall not be separated except as provided for the Unit Property Act.

7. USE OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: Each Unit Owner shall have the right to use the Common Elements (except the limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenant, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to sue and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the Code of Regulations and the rules and regulations of the Association as hereinafter described. The Association shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the Code of Regulations. The Association shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements,

subject to the provisions of the Declaration and Code of Regulations, including specifically, but not by way of limitation, common parking areas, laundry areas, storage areas, and recreational areas.

8. COMMON EXPENSES: Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses or assessments incurred in conformance with the Declaration and Code of Regulations or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "Common Expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ration as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Code of Regulations. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, said lien to be subordinate to any lien of a prior recorded first mortgage, except for the proportionate share of common expenses which become due and payable from and after the date on which the mortgage owner either takes possession of, accepts a conveyance to (other than as a security interest) or files a mortgage foreclosure suit against the Unit).

9. ASSOCIATION: Prior to or contemporaneously with the date of the within instrument and the recording thereof, there has been formed

a non-profit corporation under the Non-Profit Corporation Act of the Commonwealth of Pennsylvania, which corporation (hereinabove and hereinafter referred to as the "Association") shall be the governing body for all of the Unit Owners with respect to the administration, maintenance, repair and replacement of the Property as provided by the Act, this Declaration, and the Code of Regulations. The Board of Directors of the Association shall constitute the Council referred to in the Unit Property Act. The original Board of Directors shall be composed of Roy Roscoe, Esquire, Aldo Dinardo and Daniel Dinardo and they shall serve until their successors are elected as provided for in the Code of Regulations.

10. MEMBERSHIP IN ASSOCIATION: Each Unit Owner shall automatically become a member of the Association when he acquires an ownership interest in a Unit and thereafter continues as a member until such ownership terminates. Upon the termination of the interst of a Unit Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner succeeding him in interest.

The aggregate number of votes for all members of the Association shall be One Hundred (100) which shall be divided among the members in the same ratio as their respective percentages of ownership interst in the Common Elements as set forth in Exhibit "C".

11. CODE OF REGULATIONS: The administration, regulation and management of the Property shall be governed

by, and the maintenance and repair of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in the Code of Regulations established pursuant to the Act. A copy of the Code of Regulations of the Association is attached hereto and made a part hereof as Exhibit "B" and by reference incorporated herein as if fully set forth herein.

12. BOARD'S DETERMINATION BINDING: In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or Code of Regulations, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

13. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with his respective ownership in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

14. SEPARATE REAL ESTATE TAXES: It is understood that real estate taxes are to be separately assessed and taxes to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not

15. UTILITIES: Each Unit Owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

16. INSURANCE:

A. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurance replacement cost of the Common Elements and the Units. Premiums for such insurance shall be Common Expenses.

Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration.

The Board may engage the services of any bank or trust company authorized to do trust business in Pennsylvania to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing

the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act of this Declaration. The fees of such corporate trustee shall be a Common Expense. In the event of any loss in excess of $30,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The Board shall consult with any mortgagees so involved.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Unit of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgagee clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to

the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent wtih the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

B. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members

of the Board, the Developer, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

C. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner

to his Unit unless and until such Unit Owner shall request the Board in writing to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner to do so, the Board shall nto be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

D. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the manager and agent of the Building, if any, and their respective employees and agents for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

17. INDEMNITY: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgement, or any acts or

omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

18. MAINTENANCE RESPONSIBILITY: The Unit Owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering), internal installation repair and maintenance of the Unit such as water, light, gas, power, sewer, telephone, air conditioning, garbage disposals, doors, windows and window panes, lamps and accessories, all appurtenant Limited Common Elements, as well as all fixtures and appliances, whether the same are Common Elements or not,

located within such Owner's Unit. Further, each Unit Owner shall be responsible for the maintenance, cleaning, repair and replacement of all windows of his Unit and also the doors leading onto the porches, patios, driveways, balconies and decks adjacent to his Unit including the exterior of each. Maintenance, repairs and replacements of the Common Elements not required of the owner shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board; provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all of the Unit Owners are responsible for the existence of any such lien, the Unit Owners resonsibility shall be

jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owners, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the rules and regulations of the Association.

To the extent that equipment, facilities, utilities

and fixtures within any Unit or Units shall be connected to similar equipments, facilities, or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements of any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

19. ALTERATIONS, ADDITIONS OR IMPROVEMENTS: No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as Common Expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of $10,000.00 without the approval of Unit Owners owning not less than seventy-five (75%) percent in the aggregate in interest of the undivided ownership of the Common Elements.

20. DECORATING: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating

within his own Unit from time to time, including painting, wall papering, washing, cleaning, apneling, floor covering, draperies, window sheers, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit as shown on the Plan, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition as his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expense.

21. ENCROACHMENTS: If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements or any otehr Units, as the Common Elements and Units are shown by the surveys comprising the Plan attached hereto as Exhibit "A", there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners

involved to the extent of such encroachments so long as the same shall exist.

22. USE AND OCCUPANCY RESTRICTIONS: No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit. However, the Developer shall have the right to use any unsold Units for any purposes connected with the sale and promotion of the Units, or otehr purposes set forth in this Declaration or the Code of Regulations.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such oter purpoes which are incidental to the residential use of the respective Units.

23. RESERVATION OF EASEMENTS, EXCEPTIONS AND EXCLUSIONS: Developer reserves tto himself and hereby grants to the Association the right to establish from time to time by dedication or otherwise, utility and other easements in areas other than within units, for purposes including but not limited to paths, walkways, drainage or recreation areas, parking areas, ducts, shafts, flues, conduit installations areas, and to create other reservations, exceptions and exclusions consistent with the condominium ownership of the Property to the best interst of all the Owners and the Association in order to serve all the

Owners within the Property. No such easement for ducts, shafts, flues or conduit installation shall alter the exterior design and appearance of the condominium buildings.

24. FURTHER RESERVATION: Developer hereby reserves to it anf for future Unit Owners of all future condominium projects or developments to be located on or near the property above described, a perpetual easement and right of way and access over, upon and across the Property for consturction, utilities, drainage, ingress and egress and for use of common areas either now defined or hereinafter to be defined. The location of said easements and right of way may be made certain by the Developer or the Association by recorded document.

25. REVOCATION: This Declaration shall not be revoked unless all the Unit Owners and all the holders of any recorded First Mortgage covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded.

26. AMENDMENT: This Declaration shall not be amended, except as otherwise herein provided, unless the Unit Owners representing an aggregate ownership interst of seventy-five (75%) percent or more of the Common Elements and all of the holders or any recorded First Mortgage covering or affecting any or all Condominium Units unanimously consent and agree to such amendment by instrument(s) duly recorded.

27. SEVERABILITY: If any provision fo the Declaration or Code of Regulations or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance, is

held invalid, the validity of the remainder of the Declaration and Code of Regulations and of the application of any such provision, section, sentence, clause, phrase, or wrod in any other circumstances shall not be affected thereby.

IN WITNESS WHEREOF,

has caused the execution of this instrument this 14th day of June, 1980.

Daniel Fernandes

Aldo R. DiMarco

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 15th day of [illegible], 1980, before me a Notary Public, the undersigned officer, personally appeared DANIEL DINARDO & ALDO P. DI NARDO who acknowledge themselves to be the Partners of MACASSER GARDENS CONDOMINIUM ASSOC. a general partnership, and that, they as such Partners, being authorized to do so, executed the foregoing instrument for the purposes therin contained by signing the name of the partnership as Partners.

IN WITNESS WHEREOF, I hereunto set my hand and offical seal.

Notary Public

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.