

MACASSAR GARDENS CONDOMINIUM ASSOCIATION CODE OF REGULATIONS

ARTICLE 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.). Unless the context clearly indicates otherwise, the words and phrases used in this Code of Regulations have the same meaning as the identical words and phrases have in the Declaration recorded with respect to the Property.

ARTICLE II

Identity of Property

The property to which this Code shall apply is called Macassar Gardens more fully described in the Amended Declaration of Condominium recorded contemporaneously with this instrument and in the Declaration Plan of Record in the Recorder of Deeds Office of Allegheny County, Pennsylvania.

ARTICLE III

Name and Address

The name of this corporation is Macassar Gardens Condominium Association ("Association") and it shall constitute the governing body referred to in the Unit Property Act of the Commonwealth of Pennsylvania to therein as the "Council". The registered office of the corporation is 379 Macassar Drive, Pittsburgh, PA 15236.

ARTICLE IV

Meetings and Voting Rights of Unit Owner

Section 1. A quorum at members' meetings shall consist of one-fifth (20%) percent of the members entitled to cast votes.

Section 2. 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.

Section 3. The aggregate number of votes for all unit owners shall be fifty (50) 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. Declarant, 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 Declarant.

Section 4. 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 mortgagee, 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 5. The Annual Members' Meeting shall be held at the 'office of the Association at 379 Macassar Drive, Pittsburgh, PA 15236, or such other suitable place as may be designated by the Board of Directors, on February 15th 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 on the next succeeding date which is not a legal holiday.

Section 6. 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.

Section 7. 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 for such meeting, which notice shall be mailed or presented personally to each member within said time. 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 as it appears on the records of the Association, the postage thereon prepaid. Any member may, in writing, waive the giving of notice of any meeting, whether before or after the holding of the meeting. 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, where 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.

Section 8. 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.

ARTICLE V

Board of Directors

Section 1. The affairs of the Association shall be governed by a Board of Directors.

Section 2. 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 Declarant, as hereinafter provided, need not be members of the Association.

Section 3. Election of Directors shall be conducted in the following manner:

- (i) The original Directors shall be Roy Roscoe, Esquire, Daniel Dinardo, and Aldo R. Dinardo, who shall serve until the selection of successor Directors by a plurality vote of Unit Owners at an annual meeting of the Association.
- (ii) All succeeding Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association.
- (iii) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, 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, each unit shall have as many votes for Directors as there are Directors to be elected, provided, however, that no member of 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.

Section 4. 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.

Section 5. 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.

Section 6. Special meetings of the Directors shall be called by the President, and must be called by the Secretary at the written request of any Director. 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.

Section 7. Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 8. A quorum at a Directors' meeting shall consist of two Directors. 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.

Section 9. The presiding officer of Directors' meeting 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.

Section 10. 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 limited 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 Macassar Gardens 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 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, the Declaration of Condominium, and this Code of Regulations;
- (v) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in Macassar Gardens as may be necessary or convenient in the operation and management of Macassar Gardens and in the accomplishing the purposes set forth in the Declaration of Condominium;
- (vi) To contract for the management of Macassar Gardens 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;

(vii) 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;

(viii) To pay all taxes and assessment which are liens against any part of Macassar Gardens Condominium Association other than units and the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens;

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

(x) 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

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

Section 11. 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. 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 the said Director who is unable to serve.

Section 12. 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.

ARTICLE VI

Officers

Section 1. 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 time to time, in its sole, absolute and unfettered discretion, delegate powers and duties as the Board shall find to be required to manage the affairs of the Association. Directors may also be officers.

Section 2. The President shall be the chief executive officer of the Association. He shall have all of 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.

Section 3. 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 of 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 assessment.

Section 4. 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.

ARTICLE VII

Fiscal Management

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

Section 2. 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 assessments 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.

Section 3. 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.

Section 4. 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 non-membership 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

ARTICLE VIII

Parliamentary Rules

Section 1. Robert's Rules of Order (latest edition) shall govern the conduct of corporation proceedings when not in conflict with the Articles of Incorporation, these Regulations, or with the Statutes of the Commonwealth of Pennsylvania.

ARTICLE IX

Use Restrictions

Section 1. Except with respect to the uses permitted the Declarant, no Unit shall be used for any purpose other than as a private dwelling for the Unit Owner and his immediate family, or by a person and such person's immediate family to whom the Unit Owner shall have leased his Unit. All such uses shall be subject to all the provisions of this Code of Regulations and the Declaration. No Unit Owner or lessee of any Unit Owner 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 result in the cancellation or suspension of any such insurance, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise; and no Unit Owner will commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

Section 2. Anything in this Code of Regulations or in the Declaration to the contrary notwithstanding, the Declarant shall have the right to utilize any Units owned by the Declarant as models or general or sales offices for sale and promotion purposes for the sale of Units in Macassar Gardens and shall have the right to utilize the Common Elements for such purposes and in such manner as the Declarant may reasonably require.

Section 3. Each Unit Owner shall maintain his own Unit in good condition, order, and repair at his own expense. No Unit Owner shall display, hang, store, or use any signs or articles whatsoever outside his Unit other than such draperies, curtains, or shades as may be permitted in accordance with the rules established by the Council. No Unit Owner may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy, awing, covering, radio, CB or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Association.

Section 4. Trash, garbage, and other waste shall be kept in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in Rules established by the Council. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of the Association.

Section 5. No member shall overload the electrical wiring in his Building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Council, any unreasonable disturbance, or make any alterations to or connections with the heating or air conditioning or plumbing systems without the prior written consent of the Association.

Section 6. The Association may adopt such Rules concerning use of the Common Elements use or occupancy of the Units or other matters as it deems appropriate, and may alter such rules as from time to time it may determine.

Section 7. Failure to comply with this Code of Regulations and with such Rules governing the details of the use and operation of the Property and the use of Common Elements as may be in effect from time to time and with the covenants, conditions and restrictions set forth in the Declaration or in deeds of Units or in the Declaration Plan shall be grounds for an action for the recovery of damages or for injunctive relief, or both, maintainable by any member of the Association on behalf of the Association or the Unit Owners or, in a proper case, by an aggrieved Unit Owner or by any person who holds a mortgage lien upon a Unit and is aggrieved by any such noncompliance.

ARTICLE X

Miscellaneous

Section 1. All bills payable, notes, checks or other negotiable instruments and all contracts of Macassar Gardens Condominium Association shall be made in the name of Macassar Gardens Condominium Association, and shall be executed by the President or Vice President and by the Secretary or Treasurer, unless otherwise authorized by the Council.

Section 2. The fiscal year of 'Macassar Gardens Condominium Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin as of the recording of the deed of the first unit.

Section 3. No contract or other transaction between Macassar Gardens Condominium Association and any other corporation, firm or individual. and no act of the Council members, officers or Unit owners shall, in any way, be affected or invalidated by the fact that any of its Unit Owners, Council members or Officers is pecuniary or otherwise in such corporation or firm; provided, that such fact shall be disclosed to the Council; and any Council member who is also a shareholder, director, employee or officer of such other corporation or a member, employee or owner of such other firm. or who is so interested may be counted in determining the existence of a quorum at any meeting of Council which shall authorize such contract or transaction, and may vote thereat to authorize such contract or transaction with like effect as if there were not such shareholder, director, officer, member, employee or owner of such other corporation or firm, or were not so interested.

ARTICLE XI

Maintenance of Patios, If Any

Section 1. While any adjacent and connecting terraces or patios at ground level and above connected to individual apartments are common elements, each Unit Owner has an exclusive easement for the use and enjoyment of the terrace or patio adjacent and connecting with his individual apartment. Accordingly, the costs of maintenance thereof shall rest with and be borne by the Unit Owner of the apartment to which said terrace or patio is connected, if any.

ARTICLE XII

Modifications and Amendment

Section 1. Notwithstanding anything in this Code of Regulations to the contrary, this Code of Regulations may be altered, revised or modified upon the written consent of the numbered Unit Owner representing sixty (60%) percent of the votes of Macassar Gardens. Any such revision, alteration, or modification shall be recorded in the Recorder's Office of Allegheny County, Pennsylvania, and shall become effective as of the date of such recording.

ARTICLE XIII

Construction of Provisions

Section 1. The provisions of this Code of Regulations shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium townhouse development. Failure to enforce any provisions thereof will not constitute a waiver of the right to enforce said provision or any other provision hereof.

ARTICLE XIV

Conflicts Between Declaration and Code of Regulations

Section 1. In the event of any conflict or inconsistency between this Code of Regulations and the Declaration, the Declaration shall Govern.

ARTICLE XV

Severability of Provisions

Section 1. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any part shall not affect the enforceability of any other provisions hereof.

ARTICLE XVI

Exculpability of Council and Officers

Section 1. Neither the Association as a body nor any member thereof nor any officer shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of this office. Each Unit Owner shall be bound by the good faith actions of the Association and Officers and Directors of Macassar Gardens Condominium Association in the execution of their duties. Unless acting in bad faith, no Director or Officer shall be liable to any Unit Owner or other person for misfeasance or malfeasance in office.

ARTICLE XVII

The Association shall from time to time make house issue rulings, regulations and conditions which shall be binding on all Unit Owners which house rules rulings, regulations and conditions shall be in the Association's sole judgment for the general well-being, safety, care and cleanliness of the building and shall include but shall not be limited to the following:

- (i) 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.
- (ii) There shall be no mining or drilling for any minerals.
- (iii) No noxious or offensive activity shall be performed upon any portion of the property.
- (iv) No clothesline or other outdoor clothes drying facility shall be permitted in the subdivision.
- (v) 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 Declarant or the Declaration Plan is prohibited, subject, however, to the right of the Declarant or his contractors to park or store motor vehicles and equipment on any area of the Plan under construction during the course of construction.

(vii) 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 Declarant or his contractors to park or store motor vehicles and equipment on any area of the Plan during the course of construction.

(viii) 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 XVIII

General Provisions

Section 1. 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 Association at the time of such mailing.

Section 2. The covenants and restrictions herein contained may be enforced by Declarant, the Association, any Board member or any Unit Owner 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 restrictions, and against the land to enforce any lien created by these covenants; and failure by the Association 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.

§ The Association 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 any resolutions.

IN WITNESS WHEREOF, the undersigned, being all the first members of the Board of Directors, of Macassar Gardens Condominium Association, have adopted the foregoing Code of Regulations as of June 15, 1980, and have set our hands and seals hereto this 3rd day of March, 1981.

BOARD OF DIRECTORS

Daniel Dinardo

Aldo Dinardo

Roy J. Roscoe