



THE FAIRWAYS OF OAKMONT

P.O. BOX 341 ♦ OAKMONT PA 15139-0341

**Corrective Amended and Restated
Declaration of Condominium
of the Fairways Village Condominium
Revision 1A**

Recorded at the Office of the Recorder of Deeds of Allegheny County, Pennsylvania

December 19, 2006

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR THE FAIRWAYS VILLAGE CONDOMINIUM**

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF THE FAIRWAYS VILLAGE CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM made and adopted on the 24th of April, 2005 by the Unit Owners of THE FAIRWAYS VILLAGE CONDOMINIUM, located in the Borough of Oakmont, Allegheny County, Pennsylvania.

WITNESSETH:

WHEREAS, by the Declaration of Condominium of The Fairways Village Condominium dated May 14, 1980, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6253, page 501, Fairways Village Associates, a Pennsylvania general partnership, as declarant and sponsor (hereinafter sometimes referred to as the "Declarant" as that term is more completely defined hereinafter) did establish a condominium known as The Fairways Village Condominium of certain real estate located in the Borough of Oakmont, County of Allegheny and Commonwealth of Pennsylvania, more particularly bounded and described in Schedule "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Property" as that term is more completely defined hereinafter), under and in accordance with the Unit Property Act of the Commonwealth of Pennsylvania, Act of July 3, 1963, P.L. 196, as then in effect; and

WHEREAS, at a meeting of the Unit Owners duly held in accordance with the provisions of such Code of Regulations on May 28, 1985, by the vote of at least 66-2/3% of all Unit Owners cast in person or by proxy, such Declaration was amended and restated, and such amendments were effective as the Amended and Restated Declaration of the Condominium upon the recordation thereof in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 7159, page 536; and

WHEREAS, at various meetings of the Unit Owners duly held in accordance with the provisions of such Code of Regulations, by the vote of at least 66-2/3 of all Unit Owners cast in person or by proxy, such Declaration was amended, and such amendments were effective upon the recordation thereof in the Recorder's Office of Allegheny County, Pennsylvania, as follows: Deed Book Volume 7734, page 606; Deed Book Volume 7854, page 575; Deed Book Volume 7891, page 469; Deed Book Volume 7970, page 62; and Deed Book Volume 8233, page 392; and

WHEREAS, at a meeting of the Unit Owners duly held in accordance with the provisions of such Code of Regulations on the 24th of April, 2005, by the vote of at least 66-2/3% of all Unit Owners cast in person or by proxy, such Declaration was amended and restated and such amendments and restatement are as provided in the following Amended and Restated Declaration of Condominium of The Fairways Village Condominium, to be effective as the Amended and Restated Declaration of the Condominium upon the recordation hereof in the Recorder's Office of Allegheny County, Pennsylvania.

NOW, THEREFORE, pursuant to Article XIV of such Declaration, the provisions of the Declaration of Condominium of The Fairways Village are hereby amended and restated in their entirety as follows:

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ARTICLE I

Submission of Property

By the Declaration of Condominium of The Fairways Village Condominium dated May 14, 1980 and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 6253, page 501, the Property was submitted to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania Act of July 3, 1963, P.L. 196 (hereinafter referred to as the "Unit Property Act"). This Amended and Restated Declaration of Condominium has been adopted and is made subject to the provisions of the Unit Property Act, and only to the extent required by Paragraph 3102(a) of the Uniform Condominium Act of the Commonwealth of Pennsylvania, Act of July 2, 1980, P.L. 286 (hereinafter referred to as the "Uniform Condominium Act"), made subject to the provisions of the Uniform Condominium Act. Except as otherwise expressly provided herein, the terms used in this Amended and Restated Declaration are as defined in the Unit Property Act.

ARTICLE II

Name of Property

The name by which the Property shall be known is The Fairways Village Condominium.

ARTICLE III

Definitions

The following words or phrases as hereinafter used in this Amended and Restated Declaration shall have the meaning ascribed to them in this Article, unless the context of this Amended and Restated Declaration or the Unit Property Act clearly indicates otherwise:

- A. "Amended and Restated Declaration" means this instrument made and adopted 24th of April, 2005, pursuant to the vote of the Owners of at least 66-2/3 in the aggregate of the interest of the undivided ownership of the Common Elements.
- B. "Assessments" means those amounts levied by the Council, in accordance with Sections 700.311, 700.702 and 700.703 of the Unit Property Act, against the Units and payable by the Unit Owners pursuant to authority granted in the Unit Property Act, this Declaration and the Code of Regulations in order to enable the Council adequately to operate, maintain, repair, improve and reconstruct the Condominium or otherwise to further the aims of the Condominium, Common Charges, Special Assessments and fines are types of Assessments.
- C. "Building" or "Buildings" means any building or structure or complexes thereof, as well as other improvements comprising a part of the Property and used, or intended for use, for residential, recreational, management or operational purposes, or for other lawful purposes, or any combination of such uses.
- D. "Code of Regulations" means the document containing the governing regulations for the management, operation and maintenance of The Fairways Village Condominium as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 6253, page 486, as the same has been amended and restated by the Amended and Restated Code of Regulations for The Fairways Village Condominium to be recorded contemporaneously herewith in the Recorder's Office of Allegheny County, Pennsylvania, and as the same may further amended from time to time.
- E. "Common Elements" means all portions of the Property, other than the Units and the Dedicated Elements, including:
 - (1) the land on which the Buildings are located and all portions of any Building which are not included in any Unit;

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- (2) any Building which exists for common use, the swimming pool, tennis courts, appurtenances thereto, parking area therefore, and access road thereto;
- (3) all other streets, driveways, lanes and sidewalks not included in any Dedicated Element;
- (4) all installations of services and utilities, including but not limited to wiring, conduits, pipes, valves, ducts, vents and the services and utilities described in Article VII, paragraph A hereof; provided, however, services and utilities located within the boundaries of a Unit and serving that Unit shall not be a Common Element;
- (5) any other apparatus and installation existing for common use;
- (6) any portion of the land or any Building used exclusively for the management, operation, maintenance or safety of the Common Elements and any other elements of the Property necessary or convenient for such management, operation, maintenance or safety; and
- (7) any other facilities designated in this Declaration as common elements.

F. “Common Expenses” means and includes:

- (1) expenses of operation, administration, maintenance, repair or replacement of the Common Elements;
- (2) expenses declared common expenses by the Unit Property Act, by this Declaration, or by the Code of Regulations including without limitation the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Council pursuant to this Declaration or the Code of Regulations and the fees and disbursements of any insurance trustee who might be appointed by the Council, and the cost of care, maintenance and repair of the exposed exterior surfaces of the Units and the Limited Common Expenses appurtenant thereto as required by Article VII of this Declaration;
- (3) expenses of management and administration of the Council, including without limitation, the compensation paid by the Council to a managing agent, accountants, attorneys and employees;
- (4) expenses agreed upon as common expenses by the Council and lawfully assessed against the Unit Owners in accordance with the Code of Regulations including without limitation any mandatory contribution required of the Unit Owners to any reserve fund established by the Council under the provisions of the this Declaration and the Code of Regulations;
- (5) expenses for maintenance of parking spaces, private streets, snow removal, lawn maintenance and recreational facilities.

Common Expenses do not include the maintenance, replacements, additions and repairs of a Unit except as set forth in Article IX A and B of the Code of Regulations.

G. “Common Profits” means the balance at the end of each fiscal year, determined by adding (i) all Assessments collected from the Unit Owners, (ii) all income, rents, profits and revenues from the Common Elements and (iii) any net proceeds from the sale or lease of a Unit purchased by the Council on behalf of the Unit Owners, minus all Common Expenses for such period.

H. “Condominium”, for the purposes of this Declaration, means the development located on the Property wherein individual Units are owned by Unit Owners in fee simple, with each Unit Owner entitled to the exclusive ownership and possession of his Unit, and being entitled to an exclusive easement for the use of the Limited Common Element appurtenant to his Unit, and being entitled to an undivided interest in the Common Elements of the Property as provided in Schedule “B” to this Declaration, as such Schedule “B” may be amended from time to time in effect.

I. “Council” means a board of individuals, of the number stated in the Code of Regulations, who are Unit Owners and residents of a Unit at the time of their election. The Council shall manage the business operations and affairs of the Condominium on behalf of the Unit Owners and in Compliance with and subject to the provisions of the Unit Property Act.

J. “Declaration” means the instrument dated May 14, 1980 and recorded in the Recorder’s Office of Allegheny County, Pennsylvania in Deed Book Volume 6253, page 501, by which the Declarant submitted the Property to the provisions of the Unit Property Act, as such instrument has been amended and restated herein, and as the same may be further amended from time to time in effect.

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- K. “Declaration Plan” means the Fairways Village Plan prepared in accordance with Paragraph 402 of the Unit Property Act and recorded in the Recorder’s Office of Allegheny County, Pennsylvania in Plan Book Volume 101, pages 1-7, as the same may be amended from time to time in effect.
- L. “Dedicated Elements” means the streets, curbs, sidewalks, utilities and service lines, which from time to time, may be dedicated to and accepted by the Municipality from and after the time of the dedication and acceptance thereof.
- M. “Limited Common Elements” means those balconies, patios, porches, driveways, steps, specifically designated in the Declaration Plan as serving one or more Units but less than all of the Units, and those other portions of the Common Elements designated in this Declaration or the Declaration Plan as reserved for the use of a certain Unit or Units to the exclusion of other Units as designated in the Declaration Plan.
- N. “Majority” or “Majority of Unit Owners” means the vote of Unit Owners who own more than 50% of the undivided interests in the Common Elements that are present in person or by proxy at any meeting at which a quorum is present.
- O. “Municipality” means the Borough of Oakmont, in Allegheny County, Pennsylvania, and appropriate authority thereof any successor to the functions thereof.
- P. “Person” means a natural individual, corporation, partnership, joint venture, association, personal or legal representative, trustee or any other fiduciary representative or other legal entity.
- Q. “Property” means and includes the land, the Buildings, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto, which were submitted to the provisions of the Unit Property Act by the Declaration as more fully described in Schedule “A”.
- R. “Resident” or “Residents” means any occupant of a Unit whether a Unit Owner, member of a Unit Owner’s family, a tenant of a Unit Owner or a member of a tenant’s family.
- S. “Rules and Regulations” means the rules, regulations, restrictions and other prescriptions of conduct promulgated from time to time by the Council to govern the details of the use, occupancy and maintenance of the Condominium.
- T. “Unit” or “Units” means a part of the Property designed or intended for independent use by a Unit Owner, which has a direct exit to a public street or to a Limited Common Element or Common Element leading to a public street, or to an easement or right-of-way leading to a public street, and the proportionate undivided interest in the Common Elements which is assigned thereto in this Declaration. Each Unit shall constitute a single freehold estate, consisting of the space bounded and described in accordance with the provisions of Article VII.
- U. “Unit Designation” means the numerical, letter or other designation designating the location of a Unit on the Declaration Plan.
- V. “Unit Owner or Owner” means the person or persons owning a Unit in fee simple. Title to Units may be taken in the name of any Person or in the names of two or more Persons as tenants in common or as joint tenants with right of survivorship, or in any manner permitted under the laws of the Commonwealth of Pennsylvania.

ARTICLE IV

Description of Property, Common Elements and Limited Common Elements

The property which has been submitted to the provisions of the Unit Property Act is more fully described in Schedule “A” attached hereto and made part hereof and as shown on the Declaration Plan. The Common Elements and the Limited Common Elements constitute part of the Property, and are more particularly defined in Article III, Paragraphs E and M hereof.

ARTICLE V

Description of Ownership by Unit Owners

Each Unit, together with its Limited Common Elements and its proportionate undivided interest in the Common Elements, is for all purposes real property, and the ownership of each Unit, together with its Limited Common Elements and its proportionate undivided interest in the Common Elements, is for all purposes the ownership of real property.

ARTICLE VI

Percentage of Undivided Interests in Common Elements as to Each Unit and Its Owner

- A. Allocation of Undivided Interests. The percentage of the undivided interests in the Common Elements in fee simple (as distinguished from the Limited Common Elements) appertaining to each Unit and its Owner is more particularly set forth in Schedule “B” attached hereto and made part hereof. The total percentage of such undivided interest of all the Units in the Common Elements equals 100%. The proportionate undivided interest in the Common Elements as set forth in Schedule “B”, as the same may be amended from time to time, may be altered by the recording of an amendment to Schedule “B” hereof duly executed by all of the Unit Owners affected thereby. The undivided fee simple interest in the Common Elements and the fee simple interests in the Limited Common Elements may not be separated from the Unit to which such interests appertain, and shall be deemed to be conveyed, leased or encumbered with the Unit even though such interests are not expressly referred to or described in the deed, lease, mortgage or other instrument conveying, leasing or mortgaging such Unit.
- B. Unit Owner Liability for Common Expenses. The Common Elements shall remain undivided; no Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise, and no action for partition or division of any part of the Common Elements shall be permitted, except as provided in Paragraph 802 of the Unit Property Act. Each Unit Owner or lessee thereof may use the Common Elements in accordance with the purposes for which they are intended and as required hereby and by the Code of Regulations, without hindering or encroaching on the lawful rights of other Unit Owners. The maintenance and repair of the Common Elements and the making of any additions, alterations or improvements thereto shall be carried out only as provided in the Code of Regulations.

ARTICLE VII

Description and Maintenance of Units

- A. Description of Boundaries. Each Unit shall include only the area within its respective boundary lines. The Owner of a Unit shall have an exclusive easement for the private use of the area which constitutes the Limited Common Elements appurtenant to his Unit. The boundary (lines of each Unit are the exterior surfaces of the roof and exterior walls above grade; the exterior surfaces of the foundation wall below grade and the exterior surfaces of the slab (including the underside of such slab) upon which a Unit is constructed provided, however, that, as to those adjacent Units having a common wall the boundary line on that side of each such adjacent Unit shall be the centerline of such common wall; provided further, however, that as to those adjacent Units on top of, or below, each other, the boundary line between each such Unit shall be the horizontal plane at the midpoint between the places formed by the underside of the sub floor beneath the Unit on top of the adjacent Unit and the plane formed by topside of the ceiling board of such adjacent Unit and provided further, however, that any services or utilities located within the boundaries of a Unit but serving another Unit shall not be part of either Unit but shall be part of the Common Elements. Subject to the provisions hereof and those of the Code of Regulations dealing with structural additions, partitions, alteration or improvements, the interior partitions or walls within the boundary lines of each Unit may be removed or replaced by the Unit Owner thereof without prior approval of the Council or amendment of the Declaration.
- B. Owner's Maintenance of Units and Windows, Screens, Skylights, Sliding Glass Doors, Garage Doors, Entrance Doors, Screen Doors, Awnings and Associated Hardware. Each Unit Owner shall be obligated for the maintenance, repair and replacement of (i) the interior of his Unit, and (ii) all windows, screens, skylights, sliding glass doors, garage doors, entrance doors, screen doors, awnings, and associated hardware on the perimeter of his Unit; provided, however, that the obligation set forth in (ii), above, shall not apply to any damage resulting from a casualty for which the Association provides insurance as required by the Code of Regulations (hereinafter and in the Code of Regulations called a "Casualty").
- C. Council's Maintenance of Exterior of Units and Common Elements. Notwithstanding the ownership or use of such Unit and Limited Common Elements appurtenant thereto by a Unit Owner, the maintenance and repair of the Limited Common Elements and the exposed exterior surfaces of the Units themselves (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner) shall be the duty of the Council, with the cost thereof charged as a Common Expense. Notwithstanding the foregoing, it shall be the responsibility of the Unit Owner to maintain, repair and replace the windows, screens, skylights, sliding glass doors, garage doors, entrance doors, awnings, screen doors, and associated hardware on the perimeter of this Unit, except in cases involving a Casualty. Council's duty of maintenance and repair of the Limited Common Elements and the exposed exterior surfaces of any Unit shall not include, under any circumstances, the maintenance and repair of any surfaces or portions of the Unit below grade, and such maintenance and repair shall remain the sole responsibility of the owner of such Unit.
- D. Insurable Interest. Notwithstanding any of the foregoing, for insurance purposes "The Insurable Interest" of the Council in the Property shall be (i) all of the roofs, interior and exterior walls, floors, or ceilings, whether designated as a Unit boundary or not, including all fixtures, installations or additions initially installed or replacements in kind thereof (but not including any wall and ceiling coverings, draperies, curtains, window treatments of any kind, decorative wall hangings and carpeting), (ii) any air conditioning facility located outside the Unit's boundaries which is considered to be part of a Unit, (iii) all Common Elements and (iv) all wiring, conduits, pipes, valves, ducts, vents and other apparatus for the delivery of utilities to the Property. Notwithstanding the foregoing, if a loss results from damage to an element or elements of the Property which are part of a Unit, and if the amount of the damage is less than the deductible amount of the casualty insurance maintained by the Council in accordance with the provisions of this paragraph D, then such loss shall be borne by (i) the Owner or Owners of the Unit or Units so damaged if the damaged Property consists entirely of an element or elements which are part of a Unit, or (ii) the Association and the Owner or Owners of the Unit or Units so damaged, on a pro rata replacement cost of damage basis, if the damaged Property consists of both Common Elements and an element or elements which are part of a Unit.

ARTICLE VIII

Uses, Purposes and Restrictions

The uses of the Property, and the purposes for which the Buildings and each of the Units, Limited Common Elements and Common Elements are intended, shall be in accordance with the following provisions:

- A. Private Residential Living. No Unit, Common Element or Limited Common Element shall be used for any purpose other than or in connection with a private residence for use of one family, nor shall anything be done therein or thereon which may be a nuisance to the occupants of neighboring Units. All valid laws, parking and zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- B. Other Unit Uses and Parking Restrictions. No industry, business, trade, occupation, nursing home, half-way house, rehabilitation center, boarding house or profession of any kind be it commercial, religious, educational or otherwise may be conducted, maintained or permitted to be conducted on any part of the Property, no vehicle that displays commercial advertising, e. g. business or trade names, logos, addresses, or telephone numbers, and no commercial vehicles of a size larger than 7000 gross pounds in weight may be parked on any part of the Property, except those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units. License plates, bumper stickers, window stickers, and decals of a minor nature shall not be considered as commercial advertising.
- (1) Notwithstanding the above, the Association does not object to a personal service-type business, provided there is no adverse impact on the residential character of the Condominium and comply with the following:
- (a) The home occupation (business) shall be conducted entirely within the residence. The area used for the home occupation (business) shall not exceed 25% of the gross floor area of the residence, including the space to maintain the equipment needed in the occupation (business).
- (b) There shall be no use of show windows or displaying of advertising visible outside the premises to attract customers or clients.
- (c) No outside storage of material, goods or equipment related to the operation of the home occupation shall be allowed.
- (d) Products shall be limited to items created or substantially altered on the premises or to incidental supplies necessary for the conduct of home occupation (business).
- (e) To the extent there is any sale or any item related to a home occupation (business), delivery of that item to the buyer should occur off the premises to the greatest extent possible.
- (f) The home occupation (business) shall not permit more than one employee, assistant or associate in addition to the residential practitioner or business person.
- (g) No commercial vehicle shall be used in connection with the home occupation (business) for delivery of goods to or from the premises, nor parked on the property. This provision does not prevent the delivery of mail or packages by the postal service or by private or public shipping and courier services. Home occupations (businesses) shall not generate more than an average of one such delivery per day.
- (h) No more than one home occupation (business) per residence shall be allowed and it must be conducted by the occupant.
- C. Nuisance. No activity conducted, maintained or permitted to be conducted or maintained on or in any part of the Property shall constitute a nuisance.
- D. Usage of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which they are intended and which are incident to the use and occupancy of the Units.
- E. Limitation on Obstructions to Common Elements. There shall be no obstruction of the Common Elements other than as shall be reasonable and necessary in the course of any construction or repair, nor shall anything be stored in the Common Elements without the prior written consent of the Council, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain the interior of his own Unit and keep the same in good order and repair.

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- F. Impairment of Structural Integrity. Nothing shall be done to any Unit, Limited Common Element or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change any Building.
- G. Recreational Facilities. The recreational facilities which are part of the Common Elements may be used for general recreational purposes by Residents, their families, tenants and guests in accordance with such Rules and Regulations as the Council may adopt from time to time.
- H. Exterior Changes. Unit Owners shall not have any right to decorate, change or alter the appearance of any portion of the exterior of any Building, except as set forth in Article VIII of this Declaration.
- I. Activities Affecting Insurance. Nothing shall be done or kept in any Unit, Limited Common Element or the Common Elements which will increase the rate of insurance of any Building or the contents thereof beyond the rates applicable for residential Units without prior written consent of the Council. No Unit Owner shall permit anything to be done or kept in his Unit, Limited Common Elements or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law. No refuse shall be permitted in the Limited Common Elements or Common Elements, except as part of the approved refuse disposal procedure.
- J. Exterior Displays. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of any of the Buildings, and no sign, awning, canopies, shutters or antennas of any type shall be affixed or placed upon the exterior walls or roofs of any Building without the prior written consent of the Council. Any seasonal display placed on the exterior walls must be removed immediately following the occasion. No displays of any kind are permitted on the Limited Common Elements or the Common Elements.
- K. Clothes Lines. No clothes, laundry, or any other item of any kind shall be hung or exposed from or on any part of a Unit, Limited Common Element or the Common Elements.
- L. Window Treatments. Draperies, blinds, or curtains of a solid, light, neutral color consistent with the overall color scheme of the Building in which such draperies, blinds or curtains are installed and must be installed by each Unit Owner on all windows of his Unit and must be maintained in such windows at all times.
- M. Pets.
- (1) No animal of any kind shall be raised, bred, or kept in any shelter on Common or Limited Common Elements. Only one cat or one dog shall be permitted per Unit. No household pet shall cause a nuisance or annoyance to other Residents. All pets must be restrained on a leash when outside the Unit. No pet shall be staked or tethered outside the Unit on Common or Limited Common Elements. Pet owners shall clean up immediately after their pet.
 - (2) Failure to comply with any of the above-listed restrictions regarding pets, or any other rules, regulations, or restrictions regarding pets set forth herein or elsewhere, shall constitute a violation thereof and may result in the issuance by Council of a fine of up to Fifty Dollars (\$50.00) per day per violation and possible removal of the pet, such fine and removal to be at the sole and exclusive discretion of Council.
- N. Rules and Regulations. The Council shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of the provisions of this Declaration, and shall have the right to bring lawsuits in order to enforce the rules and regulations promulgated by the Council. The Council shall further have the right to levy fines for violations of such Rules and Regulations, provided that the fine for a single violation may not, under any circumstance exceed \$50.00. For each day a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as a common expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Council in the same manner as the Council is entitled to enforce collection of common expenses.

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- O. Liability for Common Expenses. Subject to the rights of the Council to create reserve funds as provided in Paragraph below, each Unit Owner shall be credited with a share of any surplus of funds possessed by the Council.
- P. Reserve Funds. Council shall have the power to create a reserve fund and to assess the Unit Owners for payments to such funds in accordance with their percentage ownership of the Common Elements.
- Q. Leasing.
- (1) No Unit may be leased without prior approval of Council. At no time shall the total number of leased Units within the Condominium exceed fifteen (15). In the event that the maximum allowable number of leased Units is attained and there are additional Unit Owners seeking permission to lease their Units, then, upon the request of said Unit Owner(s), Council shall maintain a list of such property owners seeking permission to lease. These Unit Owners shall be placed on the aforesaid list on a first-come basis. If and when the number of leased Units within the Condominium shall fall below the maximum allowable, then those Unit Owners having priority on the aforementioned list shall be offered permission to lease their Units. Notwithstanding the provisions of this paragraph, Council shall have the discretion to waive the provisions of this subsection based upon a showing of undue hardship, special circumstances, or the like.
- (2) Subject to the aforesaid restrictions, a Unit, but not less than an entire Unit, including, without limitation, a Unit possessed or owned by a mortgagee, may be leased subject to the observance and satisfaction by the lessor-Unit Owner/mortgagee of the following restrictions and conditions precedent:
- (a) No Unit may be leased for a term of less than one year. Notwithstanding the foregoing, during such special events as the Council shall designate from time to time, Units may be leased for a term of not less than three days and not greater than seven days.
- (b) A Unit may not be leased without a written lease, a copy of which shall be furnished to the Council Within five days before execution thereof;
- (c) The liability of the Unit Owner hereunder and under the law, the Code of Regulations and the Condominium's rules and regulations shall continue during the tenancy of any lease;
- (d) A Unit may not be subleased, assigned or transferred by a lessee;
- (e) Effective with the recording hereof a Unit Owner shall not engage in the leasing of his Unit except after having his lessee execute a lease or other agreement which contains the following provisions:
- (i) "Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration, Code of Regulations and the rules and regulations of The Fairways Village Condominium (the "Condominium Documents") as apply to the Unit leased hereunder and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all the liabilities, including without limitation any assessments made by The Fairways Village Council against the Unit, and for the performance of all obligations applicable to Unit Owners under the Unit Property Act of the Commonwealth of Pennsylvania, the Condominium Documents or otherwise whatsoever during the term of this lease. Nothing contained in this lease shall create any voting rights in lessee with respect to the Unit leased hereunder, which rights remain solely vested in lessor under the Condominium Documents.
- (ii) Lessee may not sublease, assign or transfer his Interest or any part thereof in the Unit or any part of the Unit; and
- (iii) Lessee acknowledges that he has reviewed and agrees to be bound by, In addition to all other terms and conditions contained in the Condominium Documents, Article VIII, Section M entitled "Pets."

The Council may promulgate such additional Rules and Regulations not inconsistent herewith relating to the leasing of Units as, from time to time, Council shall determine are in the best interests of the Residents of the Condominium.

ARTICLE IX

Persons to Receive Service

The President or any Vice President or Secretary of the Council is hereby designated to receive service of process in any action which may be brought against two or more Unit Owners relating to the Common Elements or more than one Unit.

ARTICLE X

Easements

- A. Enjoyment of Common Elements. Every Unit Owner shall have a right and easement of enjoyment and ingress and egress in and to the Common Elements (but not to the Limited Common Elements), and such right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to (a) the right of the Council to limit the number of guests that may use the Common Elements, (b) the right of the Council to charge reasonable admission and other fees for use of any Building which is part of the Common Elements and the swimming pool, tennis courts and any other recreational facilities and (c) the right of the Council to suspend a Unit Owner's voting rights and the right to use such Building, swimming pool, tennis courts and any other recreational facilities for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations for use of such facilities. Any Unit Owner may delegate, in accordance with the provisions of this Declaration, his right of enjoyment to the Common Elements to the members of his family his guests or his tenants who reside in his Unit.
- B. Encroachments and Support. Each Unit in the Property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. An easement for such encroachments and for the maintenance of same, so long as they remain, shall and does exist. In the event that any Building is partially or totally destroyed and then rebuilt, the Owners of the Units so affected agree that minor encroachments of or on parts of the adjacent Units or Common Elements due to construction shall be permitted, and that an easement for such encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an adjacent Unit, whether above, below or aside, shall be burdened with an easement of support for the benefit of such adjacent Unit. Also an easement shall and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms hereof of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve, separate and support any portion of such Owner's Unit or Limited Common Element appertaining thereto and such adjoining Unit, notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.
- C. Utilities. There is hereby granted a general easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and cable television system and all utilities including, but not limited to water, sewage, disposal, gas, telephone, and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain utility wires, circuits and conduits on and under the roofs and exterior walls of any Building as well as between the ceilings and floors thereof. Notwithstanding anything to the contrary contained in this section, no utility mentioned herein may be installed or relocated on the Property without the prior written consent of the Council. If any utility which furnishes a service covered by the general easement herein provided requests a specific easement by separate recordable document, then the Council shall have the right to grant such easement provided that it does not conflict with the terms hereof.
- D. Access. Every Unit Owner, Resident and their respective invitees shall have a right of ingress and egress to their respective Unit over and through the Common Elements and Dedicated Elements.

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- E. Miscellaneous. There is hereby granted a general easement to the Council or its officers, agents and employees, including without limitation any manager employed by or on behalf of the Council and to all policemen, firemen, ambulance personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of the Common Elements and the Limited Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph and elsewhere in this Declaration or the Code of Regulations shall be exercised only during reasonable daylight hours or such other time as shall be consented to by the Owners and Residents of the Unit involved and then, whenever practicable, only after advance notice to the Unit Owner or Residents directly affected thereby.
- F. Other Recorded Easements. The easements provided for in this Article shall in no way affect any other recorded easement on the Property.

ARTICLE XI

Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units or Limited Common Elements

- A. Easement to Use. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or Limited Common Elements and serving his Unit. Each Unit and Limited Common Element shall be subject pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit. The Council shall have the right of access to each Unit or Limited Common Element to inspect such Unit or Limited Common Element, to remove any violations of the provisions hereof or those of the Code of Regulations or the Condominium's Rules and Regulations, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.
- B. Right to Enter. In the event that any Unit Owner or Resident shall prevent Council from the exercise of its rights under any easement or rights of access or entrance into a Unit granted to it hereunder or under the Code of Regulations, the Council, after approval of two-thirds (2/3) vote of the Council, shall have the right, through its officers, agents (including any manager employed or contracted by or in behalf of the Council) and employees to enter such Unit, by force if necessary, and exercise its rights pursuant to the easement or right of access or entry in question. Such easement or right of access or entry shall be exercisable only upon fifteen (15) days written notice given to the Unit Owner thereof, unless, in the discretion of the Council, a genuine emergency necessitates a shorter period of time. The cost of such entry shall be assessed against the Unit. Neither the members of the Council, other Unit Owners, nor such agents and employees of the Council shall have any liability to the Unit Owner or Resident of the Unit in question for trespass or negligence in connection with such entry.

ARTICLE XII

Units Subject to the Declaration and Code of Regulations

All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Declaration and Code of Regulations. The acceptance of a deed or any instrument of conveyance or entering into a lease or the entering into occupancy of any Unit shall constitute agreement that the provisions hereof and those of the Code of Regulations are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed, instrument of conveyance or lease thereof.

ARTICLE XIII

Change of Percentage

The proportionate undivided interests in the Common Elements as set forth in Schedule “B” hereto, as the same may be amended from time to time, may be altered by the recording of an amendment to Schedule “B” hereof duly executed by all Unit Owners affected thereby.

ARTICLE XIV

Amendment of Declaration

- A. Amendment. This Declaration may be amended only by the vote of Unit Owners who own at least 67% of the undivided interests in the Common Elements cast in person or by proxy at a meeting duly held for such purpose.
- B. Effective Date of Amendment. No such amendment shall be effective until recorded in the Recorder’s Office of Allegheny County, Pennsylvania.

ARTICLE XV

Power of Attorney

- A. Acceptance of a Deed. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium or any Unit, each and every contract purchaser, Unit Owner and Resident, or holder of any mortgage or other lien (individually the “Principal” and collectively the “Principals”), does automatically and irrevocably name, constitute, appoint and confirm the members of the Council, provided that a majority of all members of Council then holding office join in such act, as attorney-in-fact to do the following:
 - (1) To acquire title to or lease any Unit or interest therein whose owner desires to surrender, sell, lease or otherwise dispose of the same or which may be the subject of a foreclosure or other judicial sale, in the name of the Council its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any Units so acquired or to sublease any Units so leased by the Council.
 - (2) To purchase a Unit for the use and occupancy of a resident superintendent or manager of the Property and his family, and arrange for a mortgage thereon. The Council may, upon vote of the majority of the Unit Owners, convey, sell or lease such Unit. The Council may not vote the votes appurtenant to this Unit;
 - (3) To appeal, contest or otherwise seek a reduction in the assessed value of any Unit, the Common Elements or the Property as a whole, the amount of real estate taxes imposed thereon as a result of such assessment, other assessments or charges, levied or imposed by any governmental, public or quasi-public authority, including public utilities, against any or all of the Units or the Common Elements and to employ such appraisers, legal counsel or other firms or personnel as the Council may deem necessary or appropriate to accomplish the foregoing;
 - (4) To prepare, execute and record, on behalf of any Owner whose Unit is affected, amendment of this Declaration or the Declaration Plan necessary or appropriate by reason of the repair or reconstruction of any Unit or any portion of the Property or any improvement to or repair of any portion of the Property which the Council is authorized to accomplish by virtue of the powers or duties of the Council and the Architectural Control and Review Committee set forth in this Declaration or the Code of Regulations and of any amendment to this Declaration duly approved pursuant to the provisions of Article XV.
 - (5) To prepare, execute and record on behalf of all Unit Owners a deed or other instrument of conveyance for the dedication of streets, roads, sidewalks and storm and sanitary sewers, which are presently part of the Common Elements, to any local or state government, authority or agency for public use and maintenance.
 - (6) To prepare, execute and record, on behalf of the Unit Owners, any amendment of the Declaration Plan necessary or appropriate to conform the Declaration Plan to comply with or satisfy any governmental requirements.

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- B. Powers Coupled With An Interest. The aforesaid powers of attorney are expressly declared and acknowledged to be coupled with an interest in the subject matter of the powers and the same shall run with the title to any and all Units and be binding upon the heirs, personal and legal representatives, successors and assigns of any of the foregoing Principals. The foregoing powers of attorney shall not be affected by the death or disability of any Principal and are intended to deliver all right, title and interest of the Principal in and to such powers.

ARTICLE XVI

Removal

The Property may be removed from provisions of the Unit Property Act by a revocation executed by all of the Unit Owners and by the holders of all mortgages, judgments, or other liens affecting the Units, duly recorded in accordance with the provisions of the Unit Property Act or as otherwise provided by law. When property subject to the provisions of the Unit Property Act has been removed as provided in this Article, the former Unit Owners shall, at the time that such removal becomes effective, become tenants in common of the Common Elements. The undivided interest in the Property owned in common which shall appertain to each Unit Owner at the time of removal shall be the percentage of undivided interest previously owned by such person in the Common Elements as provided in this Declaration.

ARTICLE XVII

Miscellaneous

- A. Invalidity. The invalidity of any provision or provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the provisions hereof, and in such event, all of the other provisions hereof shall continue in full force and effect as if such invalid provision had never been included herein.
- B. Waiver. No provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- C. Gender. The use of the masculine gender herein shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice-versa, whenever the context so requires.
- D. Headings. The article and paragraph headings herein are for convenience of reference only, and shall not in any way affect the interpretation or construction hereof.
- E. Conflicts. Notwithstanding anything set forth herein to the contrary, in the event of a conflict between the terms and conditions of this Declaration and the terms and conditions of the Code of Regulations and/or the Rules and Regulations promulgated by Council, the terms and conditions of this Declaration shall control.

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**SCHEDULE A
TO THE FAIRWAYS VILLAGE CONDOMINIUM DECLARATION**

DESCRIPTION:

ALL that certain tract or piece of land situate in the Borough of Oakmont, formerly Plum Township, County of Allegheny and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the northeast corner thereof at a point formed by the intersection of the southerly side of the right-of-way of Hulton Road, a public road, and the westerly line of lands of the Pennsylvania Turnpike Commission; thence along said line of land of the Pennsylvania Turnpike Commission S 13° 42' 05"-E, a distance of 202.21 feet to a point; thence continuing along said line of lands of the Pennsylvania Turnpike Commission, on a spiral curve deflecting to the left and being an 8° spiral curve and having an arc distance of 413.97 feet to a point; thence continuing along said line of lands of the Pennsylvania Turnpike Commission, on a curve deflecting to the left and having a radius of 1532.39 feet, an arc distance 552.13 feet to a point; thence S 20° 09' 30"-E, a distance of 32.84 feet to a point on line of lands now or formerly of Bessemer & Lake Erie Railroad Company; thence along said line of lands of Bessemer & Lake Erie Railroad Company and lands of the Borough of Oakmont S 32° 09' 30"-W, a distance of 427.53 feet to a point; thence continuing along said lands of the Borough of Oakmont S 15° 36' E, a distance of 254.20 feet to a point; thence continuing along said lands of the Borough of Oakmont N 89° 06' W, a distance of 355.14 feet to a point on line of lands now or formerly of J.P. Grubbs; thence along said land of Grubbs and land now or formerly of C.G. Vilsak N 0° 54' E, a distance of 545.00 feet to a point on the centerline of Oak Street; thence along the centerline of said Oak Street N 89° 06' W, a distance of 280.00 feet to a point; thence along a line of lands now or formerly of A. Zoller lands of others N 0° 54' E, a distance of 789.94 feet to a point; thence N 74° 26' E, a distance of 204.83 feet to a point; thence N 15° 36' W, a distance of 254.69 feet to a point on the southerly side of the right-of-way of Hulton Road; thence along the southerly side of the right-of-way of Hulton Road N 73° 50' 15"-E, a distance of 184.48 to the place of beginning.

ALL in accordance with that certain plan and survey prepared by R.M. Keddal and Associates, Inc., dated March, 1979, and revised April 5, 1979.

SUBJECT TO all rights, reservations, exceptions, takings, grants and easements in prior deeds and instruments of record.

BEING the same property conveyed by deed of Robert S. Pyle and Floyd L. Pyle, Co-partners trading as Bessemer Loam and Sand Company, dated May 27, 1976 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 5630, page 167, to the Fairways Village Associates, Declarant herein, along with all rights therein given or implied by law.

EXCEPTING THEREFROM those certain tracts or pieces of land conveyed by the Fairways Village Condominium, Declarant herein, as follows: by its deed dated NOVEMBER 5, 1993 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 9092, page 16, to the Borough of Oakmont; and by its deed dated FEBRUARY 21, 2001 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 10982, page 630, to Nancy Gorman.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA SS:
COUNTY OF ALLEGHENY

On this _____ day of _____
before me, the undersigned Notary Public, personally appeared _____,
_____ and _____,
who acknowledged that the forgoing amended and Restated Declaration was duly adopted by the Unit Owners of
The Fairways Village Condominium at a duly called meeting of such Unit Owners on _____
and further acknowledged themselves to be members of The Fairways Village Condominium council and that they,
as such Council members, being duly authorized, executed the foregoing instrument on behalf of the Unit Owners
of The Fairways Village Condominium for the purposes therein contained to be effective as such upon the date of its
recording.

IN WITNESS WHEREOF, I have hereunto placed my hand and official seal.

Notary Public (Notary Seal)

My commission expires: