

**TARTAN TERRACE HOMEOWNER’S ASSOCIATION, INC.**

**HOMEOWNER REFERENCE BOOKLET**

**03.2024**

***THE PURPOSE OF THIS BOOKLET IS TO PROVIDE INFORMATION FOR ALL HOMEOWNERS AND DOES NOT REPLACE OR SUPERCEDE THE BY-LAWS, GOVERNING DOCUMENTS, OR COVENANTS.***

Professional Services Management Company  
ACRI COMMERCIAL REALTY, INC.  
290 PERRY HIGHWAY  
PITTSBURGH, PA 15229  
**Acri Commercial Realty, 412.459.0111**

- \*Homeowners may call our office; we contract the professional services for the HOA.**
- \*ACRI obtains HOA insurance through Gallina & Sons Insurance Brokers**

## **Table of Contents**

<b>Municipal Departments</b>	<b>p. 3</b>
<b>Awning Specifications</b>	<b>p. 4</b>
<b>Retaining Wall Specifications</b>	<b>p. 4</b>
<b>Policing Your Own Property</b>	<b>p. 4</b>
<b>Parking</b>	<b>p. 5</b>
<b>Animal Control – Pet Owners</b>	<b>p. 5</b>
<b>Signs</b>	<b>p. 6</b>
<b>For Sale or Rent Signs</b>	<b>p. 6</b>
<b>Refuse/recycle</b>	<b>p. 6</b>
<b>Bird Feeders</b>	<b>p. 6</b>
<b>Resale Certificate</b>	<b>p. 6</b>
<b>Rental Restriction</b>	<b>p. 7</b>
<b>Satellite Dish Installation Standard</b>	<b>p. 9</b>
<b>Garage Door Replacement</b>	<b>p. 9</b>
<b>Deck Extensions</b>	<b>p. 10</b>
<b>Window Boxes</b>	<b>p. 10</b>
<b>Rear Patio Roof Extension</b>	<b>p. 11</b>
<b>Shrub Replacement</b>	<b>p. 11</b>
<b>Trim/Siding Painting</b>	<b>p. 11</b>

**2700 MONROEVILLE BLVD.  
412-856-1000  
MONROEVILLE, PA 15146-2388  
www.monroeville.pa.us**

**Municipal Departments**

Monroeville Police Dept.  
2700 Monroeville Blvd.  
Monroeville, PA 15146  
Emergency- Dial 911  
Non-Emergency 412.856.1111

**Public Works Department**

**412.856.3343**

**Animal Control Officer**

**412.856.3355**

**Recreation & Parks**

**412.856.1006**

**Tax Office**

**412.856.3348**

**Community Development**

**412.856.3338**

**Cable TV15**

**412.856.3328**

**Monroeville Senior Citizen Center**

**6000 Gateway Campus Blvd.**

**Monroeville, PA 15146**

**412.856.7825**

**Monroeville Public Library**

**4000 Gateway Campus Blvd. Monroeville, PA 15146**

**412-372-0500**

- Refuse/recycling is picked up by the Municipality of Monroeville – Public Works

## NEIGHBORHOOD GUIDELINES

### Awning Specifications

- Nulmage Retractable Patio Awnings, Series 7700, beige color with galvanized steel frame and scalloped valance.
- Fabric - Sunbrella Awning Material, Color Mocha, Style 4616
- Awnings can be installed after April 1. Awnings must be removed by October 15.
- AwningsPittsburgh.com is a resource to purchase the correct awning.
- Please submit an alteration request form for installation.

### Retaining Wall Specifications

- The Owner must complete and submit an "Exterior Alteration Form" and submit it to the manager for Board review.
- The owner is responsible for obtaining all permits if required by Monroeville Municipality.
- The owner is responsible for all repairs and maintenance of the improvement.
- The existing block is 4" x 10" x 16", referred to as drywall block with single tab. The newer version is the same size but has two tabs and is called dual block double tab. They are not compatible; therefore, you cannot substitute one of the other when replacing single bricks. The double tab can be used when replacing a whole row. The double tab is available at:

Suppliers: Lincoln Way Supply  
2870 Broadway Blvd.  
Monroeville, PA 15146  
412.824.7750  
(or you may use a supplier of your choice) or

R.I. Lampus Co.  
816 R.I. Lampus Ave.  
Springdale, PA 15144 (412.362.3800)

### Policing Your Own Property

The quality of appearance at Tartan Terrace is important to everyone. We encourage everyone to work together in keeping the standards and the appearance of the community at the high level we have all come to expect. Therefore, please take the time to police your own property to ensure that everything is in order. For example; weeds, trash, unapproved items on property, etc. Any items that affect the common areas should be brought to the attention in writing, email, or phone call to Tracy Homer or Trish Winters at Acri.

## **Parking**

- Cars are not to be parked on the access roads from Heather Drive and Karen Court to the low side garages. Cars parked on the access roads or corners can be dangerous for those homeowners attempting to access their garages. This also applies to cars parked near the access to Duff Road.
- By order of the Municipality of Monroeville, there is NO PARKING ANYTIME in the cul de sac of Karen Court, nor at the end of Heather Drive. Also, there is NO PARKING on Heather Drive and Karen Court between the hours of 2:00 am and 6:00 am.
- Parking of commercial vehicles of any type on the streets or driveways of Tartan Terrace is forbidden except for service and emergency purposes. No boat, trailer, or any similar item may be kept or stored on any lot.
- There is to be NO PARKING on any sidewalks
- When parked on the street, do not use the “high side” driveways for turning around.
- During the winter months all vehicles need to be parked in driveways to allow snow removal plows to clean streets properly.

## **Animal Control – Pet Owners**

All pet owners are reminded that there is a Monroeville Municipality Ordinance and a Pennsylvania Act regarding animal control. In order to avoid unfavorable issues, it is expected that the following guidelines be observed:

- Dogs must be kept in their own backyard. For the safety of the dog and residents, dogs must always be kept on a leash no more than six (6) feet in length.
- Homeowners should not have to be inconvenienced with dog/cat waste on their property. Liability for damages due to dog/cat urinating on the lawn, trees, shrubs, and flowerbeds of any homeowner shall be the responsibility of the pet owner. Animal waste creates a breeding ground for rodents, disease and odor. For the health of all it is expected that pet owners comply with waste pet waste removal. In short, please clean up after your pet and dispose of the waste properly.
- Please be considerate of your neighbors and do not allow your dog to bark continually indoors as well as outdoors.
- Allegheny County Dept. of Health 412-687-2243
- Monroeville Municipality Animal Control 412-856-3355

- Pet waste receptacles should be kept in your garage. Please do not leave them in the front of your units or on your porch.

### **Signs**

According to Article VIII, section G, Use Restrictions; "No sign of any kind shall be displayed to the public view on any lot except one sign not more than five (5) square feet advertising the Lot of Living Unit for sale or rent." In addition, political signs are not permitted to be displayed outside on the property of the homeowner.

### **For Sale or Rent Signs**

According to Article VIII, section G, Use Restrictions; "No sign of any kind shall be displayed to the public view on any lot except one sign not more than five (5) square feet advertising the Lot of Living Unit for sale or rent."

### **Refuse/recycle**

All residents are asked to refrain from putting out their refuse until after 4pm the night before pickup day. Also, all receptacles are to be stored inside your garage; no receptacles may be stored outside of the properties. Please be sure that all refuse is in bags that are secured tightly. Please remember that pickup is usually delayed by one day after a holiday.

### **Bird Feeders**

Please be advised that bird feeders are not to be placed outside of units, as they bring an excessive amount of pigeons. This rule was adopted at the August 31, 2020 meeting of the Board of Directors.

### **Resale Certificate**

Every seller of their unit is required to purchase a resale certificate for the buyer. This can be done by the seller, or the seller's real estate agent.

- The purchase of a resale certificate is required by PA law.
- Acri Community Realty utilizes HomeWiseDocs as the central point to order and upload documents to make it easier for homeowners to access what they want 24/7. There is a cost involved to the management company for these services. It is quite an involved process that takes a large amount of oversight and staff to provide legal documents.
  - Go to homewisedocs.com, you will set up a sign on and password, and will be asked for your credit card.
  - If you have any issues, please call the help desk at 1.866.925.5004 x1
- There is a 90-day expiration on the resale certificate; sellers are not advised to purchase without a signed sales agreement.
- The price includes:
  - Maintenance of all documents.

- Fielding of repeated calls from buyers, sellers, and real estate agents.
- Processing of resale certificate and legal responsibility of information contained within.
- Accounting department reconciliation of all closing documents, including the resale certificate.

Contact information for homewisedocs.com is:

HomeWiseDocs.com  
4773 Mangels Blvd.  
Fairfield, CA 94534  
Help desk – 866.925.5004 x1  
info@homewisedocs.com

For more information, go to <https://helpdesk.acirfty.com/resale-disclosure-information/>

### **Rental Restriction**

**Amendment to the By-Laws to LIMIT the number of allowable leases to 5 (15%) on Karen Court, and 11 (15%) on Heather Drive, for a maximum leased amount of 16 units (15%) out of 107 total units**

At the annual meeting on January 27, 2019, the board advised all owners in attendance that an amendment to the by-laws would be required to limit the number of rentals permitted in the association. The approval of at least 81-unit owners (75% of total number of owners) would be required before the Association can proceed with an attorney to create the amendment. Approval from 88 homeowners was received in 2019.

To summarize the amendment, it states that the number of rental units would be limited to 16 (15% of 107 units-5 on Karen Court, 11 on Heather Drive). This number (16) includes those units being leased at the time of adoption of the amendment. There would be a 'grandfather clause' included in the amendment, allowing leasing to continue for existing leased units if the present number of leases exceeds 16.

The number of leased units is a major concern for unit owners. Lending institutions base loan decisions for purchase or refinancing on the percentage of total units leased within a community. If the number of leased units is 50% or more of total units, loans to purchase or refinance may not be granted. Details on the 'grandfathering' of existing leased units will be forthcoming after 75% of owners approve of the rental restriction.

All units at Tartan Terrace shall be subject to the following conditions and restrictions regarding the leasing of any unit at Tartan Terrace.

A. The maximum number of units that may be leased at any one time shall be 15% of units located on Karen Court for a maximum number of 5, and 15% of units on Heather Drive for a maximum number of 11. The total number of units to be leased at any given time for Tartan Terrace will be 16, or 15%, out of a total 107 units.

B. If, at the date of adoption of this Amendment, there should be more units leased than allowed in Subparagraph A, then all of these units may continue to be leased and may be renewed or leased to new tenants, However, if one of these leased units should not have a current and valid lease in effect for a period of six (6) consecutive months, then such unit shall lose its grandfather leasing rights and the unit Owner must place his unit on the leasing list. Also, if a unit being leased is sold, then that unit loses its grandfather leasing right and the new Owner, if they desire to lease their unit, must go on the lease list.

C. The lease limitations shall not be applicable to a lease given to an immediate family member. Immediate family member is defined as the unit Owner's spouse, children, or parents.

D. The following regulation shall apply to every lease of a Unit;

- (1) Every lease shall be in writing and signed by all parties. A copy shall be given to the Property Manager.
- (2) A lease shall be for a term of not less than one year or more than two years.
- (3) Every lease shall be approved by the Board of Directors. Such lease must contain a provision that (i) the unit Owner shall remain responsible for all charges, fees and assessments made against the unit; (ii) the tenant will abide by all of the provisions of the Declaration, the By-Laws and the Rules and
- (4) Regulations of the Association; and (iii) the unit Owner will indemnify the Association against all liability and loss for any breach or non-compliance by tenant with the Declaration, the By-Laws or the Rules and Regulations of the Association.
- (5) No unit, when acquired by a new Owner, may be leased to a tenant before one year has elapsed from the date of purchase unless the tenant is a member of the unit Owner's immediate family. The immediate family is defined as the unit Owner's spouse, children or parents.
- (6) Before approval of any lease is given by the Board of Directors, the tenant shall meet with one or more members of the Board so that the Rules and Regulations of Tartan Terrace can be explained to the new tenant and any questions of the new tenant can be answered.
- (7) The Board of Directors is given the authority to promulgate additional Rules and Regulations relating to the leasing of units provided that such additional Rules and Regulations are not inconsistent with the provisions of this article.



### **Satellite Dish Installation Standard (adopted January 2002)**

ITEM: This is for installation of a satellite dish on any unit in the Tartan Terrace community. The dish must be no larger than approximately 20 inches in diameter.

PRIOR TO INSTALLATION: An Exterior Modification Form must be completed and submitted to the Board of Directors for approval. After approval, any installer of a satellite dish must adhere to the specifications listed herein.

MOUNTING LOCATION: The preferred method will be to securely mount the dish on the roof. The dish shall be securely attached to the roof by a method so that it cannot be blown off by a windstorm or other weather-related conditions. The installer shall not attach or secure the dish on the chimney in any way. The dish shall be situated on the rear portion of the roof such that it is not easily visible from the street in front of the units. The installer shall take actions to seal the dish's mounting methods against the intrusion of water. Any damage caused by the mounting of the satellite dish on the roof or to the unit's shingles shall be the responsibility of the homeowner to repair or replace. In the event the association determines that all roof shingles on the unit must be replaced, the homeowner shall have the option of having the dish removed and reinstalled by a contractor of their choice or being billed by the association for those services. Any damage caused to any other housing unit by the falling of a dish will be the responsibility of the satellite dish owners, not the Tartan Terrace Homeowners Association.

WIRE ROUTING: The cable feed from the satellite dish shall be routed in such a way as to cause the least amount of negative visual impact to the home and neighborhood. The external cable feed on the roof shall be secured to prevent movement on the roof. After the cable is inside, the internal routing of the cable is by the discretion of the homeowner. The satellite dish is not permitted on any external portion of the home, other than the roof. The installer shall not put any cable on the external sides of the unit. Cable attachment to gutters is not allowed. The installer must follow all existing National Electric Codes (NEC) and local municipality ordinances in effect at the time of the satellite dish installation.

DISCLAIMER: This standard is not intended to replace an NEC or municipal ordinances but is intended to ensure the uniform installation standard in the Tartan Terrace Housing Development.

### **Garage Door Replacement Guidelines (adopted May 2001)**

The new garage door must contain the same number of horizontal and vertical panels as the original door.

The new garage door must contain glass windows in the same horizontal row as the original garage door. The windows shall be clear or frosted glass. Leaded glass, colored glass and decorative windows are not authorized.

The new garage door shall remain in compliance with the existing trim color of the unit.

The new garage door shall provide harmony in external design in relation to the surrounding units in accordance with article V of the Declaration of Covenants, Conditions and Restrictions of the Tartan Terrace Project.

As with any modification to your home, you first need to submit an Exterior Modification Form. A brochure picture of the requested door should be attached to the modification form to facilitate the review of the new garage door. The Board of Directors will review and act upon the modification request within 30 days of receipt. Written authorization must be obtained by the homeowner prior to the installation of the new garage door.

The above guidelines were established to allow homeowners the choice of replacing their current wooden garage doors with energy-efficient insulated garage doors. However, insulated door styles vary widely from manufacturer to manufacturer. Therefore, homeowners should use good judgment when deciding which door would best provide a uniform appearance to the exterior of their building. The Board of Directors reserves the right to disapprove any garage door request that does not meet the intentions of the above guidelines.

### **Deck Extensions (adopted May 2008)**

Please consider the following guidelines for a deck extension:

1. A homeowner must submit an alteration request to enlarge their deck.
2. Each homeowner would have to obtain advance approval of the Board to enlarge the deck.
3. Each homeowner must comply with the specifications of the Monroeville Building Inspector and apply for a permit from the municipality.
4. All costs of the extension are the responsibility of the homeowner, not the Association.
5. No homeowner is required to enlarge his/her deck.
6. A deck can be enlarged up to three (3) feet; the depth of the deck cannot exceed eight (8) feet.
7. If a homeowner wishes to enlarge the deck but the neighbor doesn't, the homeowner enlarging his/her deck would be responsible for the cost of a divider for privacy.
8. The appearance of the enlarged deck must be similar to the existing decks.

### **Window Boxes**

Please consider the following guidelines for installation:

1. They can only be mounted under the front window. Window boxes are not allowed on the side or rear of units.
2. They can only be mounted under the lower window or living room windows.
3. The only color allowed is white.
4. They must be removed during the winter. They cannot be installed any earlier than April 1 and must be removed by November 1.
5. The box must not extend beyond the width of the window.
6. The box should not be deeper or wider than 6 inches.
7. The mounting, removal and any subsequent repairs will be the responsibility of the homeowners.

8. The homeowner is responsible for the painting, shrub trimming (if required), or other maintenance where the Tartan Terrace Homeowners Association needs to have access to that area.
9. If by mounting the window boxes, it causes any build up of dirt or debris it will be the responsibility of the homeowner to have the damage or condition repaired and/or repainted at their expense.

### **Rear Patio Roof Extension**

Homeowners are permitted to erect a small overhang over their rear doors. The intent of this roof is to reduce the amount of ice and snow in front of the rear door to prevent it from building up and to shield the frame from moisture which has caused rotting. This is the decision of the individual homeowner and is not a required addition. All costs of the extension are the individual homeowners and not an association expense.

All rear patio roof extensions require the completion of an alteration request form specifying material to be used, measurements, color and name of licensed contractor performing the work. Work can begin once written board approval for the extension is received by the homeowner from the management company.

### **Shrub Replacement**

The Dwarf Alberta Spruce is the only permitted shrub in the front of units due to the root structure of other bushes potentially interfering with the foundation.

### **Trim/Siding Painting**

Siding and trim painting is done to every unit on a rotating schedule at HOA expense. A preliminary schedule per unit is on the following page.

**TRIM PAINTING SCHEDULE**

STREET	UNITS	YEARS			
Heather  Karen	217-221-229-233-237-241-166-170-174-178-182-186 135-139-143-147-151-155-138-142-146-150-154-158 380-384-388-392-387-391-379-383-371-375-389	2011	2015	2019	2023
Heather  Karen	117-121-125-129-105-109-113-245-249-253-257-373-277-281-285-289 352-356-360-364-318-322-326-330-325-329-334-338-342-346	2012	2016	2020	2024
Heather Karen	163-167-171-175-179-183-236-240-252-256-220-224-228-232 363-367-355-359-347-351	2013	2017	2021	2025
Heather  Karen	110-114-118-122-126-130-260-264-268-272-276-280-284-288-292-296 201-205-209-213 313-317-321	2014	2018	2022	2026

**VINYL/ALUMINUM SIDING - as needed; approximately 12 years**

Heather  Karen	217-221-229-233-237-241-166-170-174-178-182-186 135-139-143-147-151-155-138-142-146-150-154-158 380-384-388-392-387-391-379-383-371-375-389	2019	2031	2043	2055
Heather  Karen	117-121-125-129-105-109-113-245-249-253-257-373-277-281-285-289 352-356-360-364-318-322-326-330-325-329-334-338-342-346	2020	2032	2044	2056
Heather Karen	163-167-171-175-179-183-236-240-252-256-220-224-228-232 363-367-355-359-347-351	2021	2033	2045	2057
Heather  Karen	110-114-118-122-126-130-260-264-268-272-276-280-284-288-292-296 201-205-209-213 313-317-321	2022	2034	2046	2058

**Governing Documents**  
**Tartan Terrace**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - DEFINITIONS . . . . .	1
Section 1. Association. . . . .	1
Section 2. Owner. . . . .	1
Section 3. Lot. . . . .	2
Section 4. Properties . . . . .	2
Section 5. Common Area. . . . .	2
Section 6. Recorded . . . . .	2
Section 7. Living Unit. . . . .	2
Section 8. Declarant. . . . .	2
Section 9. Occupant . . . . .	2
Section 10. Board of Directors. . . . .	3
Section 11. Members . . . . .	3
Section 12. Condominium Lot . . . . .	3
Section 13. Multifamily Structure . . . . .	3
ARTICLE II - PROPERTY RIGHTS. . . . .	3
Section 1. Owners' Easements of Enjoyment . . . . .	3
Section 2. Delegation of Use. . . . .	4
Section 3. Title to Common Area . . . . .	4
Section 4. Utility Easements - Rights of Entry. . . . .	4
ARTICLE III - MEMBERSHIP AND VOTING RIGHTS. . . . .	4
Section 1. Members. . . . .	4
Section 2. Membership Classes and Voting Rights . . . . .	5
Section 3. Joint Owners or Occupants. . . . .	5
ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS . . . . .	5
Section 1. Creation of the Lien and Personal Obligation of Assessments. . . . .	5
Section 2. Purpose of Assessments . . . . .	6
Section 3. Maximum Annual Assessments . . . . .	6
Section 4. Special Assessments for Capital Improvements . . . . .	7
Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. . . . .	7
Section 6. Uniform Rate of Assessment . . . . .	8
Section 7. Date of Commencement of Annual Assessments: Due Dates . . . . .	8
Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. . . . .	8
Section 9. Subordination of the Lien to Mortgage. . . . .	9
Section 10. Exempt Property . . . . .	9

	<u>Page</u>
ARTICLE V - ENVIRONMENTAL PROTECTION BOARD. . . . .	9
ARTICLE VI - MAINTENANCE. . . . .	10
Section 1. Common Areas . . . . .	10
Section 2. Individual Lots. . . . .	10
ARTICLE VII - PARTY WALLS . . . . .	11
Section 1. General Rules of Law to Apply. . . . .	11
Section 2. Sharing of Repair and Maintenance. . . . .	11
Section 3. Destruction by Fire or Other Casualty. . . . .	11
Section 4. Weatherproofing. . . . .	11
Section 5. Right to Contribution Runs With Land . . . . .	11
Section 6. Arbitration. . . . .	11
ARTICLE VIII - USE RESTRICTIONS . . . . .	12
ARTICLE IX - STAGED DEVELOPMENTS. . . . .	14
ARTICLE X - GENERAL PROVISIONS. . . . .	15
Section 1. Enforcement. . . . .	15
Section 2. Severability . . . . .	15
Section 3. Amendment. . . . .	15
Section 4. Amendment Resulting from Requirement of Government Agencies . . . . .	15
Section 5. Annexation . . . . .	16
Section 6. Federal Housing Administration and Veterans Administration Approval . . . . .	16
Section 7. Conflicts. . . . .	16





DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Crawford Realty Company, a Pennsylvania corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is, or was, the owner of all of that certain property located in the Municipality of Monroeville, Allegheny County, Pennsylvania, which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, Declarant offered to sell individual townhouse sublots within the property described on Exhibit "A" attached hereto to customers as part of the overall development of the property as the Tartan Terrace Project, subject to the Declaration and the By-Laws of the Association; and

WHEREAS, Declarant has previously conveyed certain townhouse lots situate within the property described in Exhibit "A" hereto to certain individual owners by deeds which stated that such conveyance was "subject to the Declaration of Covenants, Conditions and Restrictions for the Tartan Terrace Project".

NOW, THEREFORE, Declarant hereby declares and confirms that all of the property described in Exhibit "A" is, and shall be, held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, 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 described properties or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Tartan Terrace Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including



~~Contract callers,~~ but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any plot of land and any designation of units shown upon the recorded subdivision map of the Properties (including any sublots established by letter, dotted lines or otherwise) or on any Exhibit attached hereto, or any Supplemental Declaration or Amendment thereto with the exception of the Common Area. If a unit designation does not result in an actual corresponding constructed unit, a "Lot" shall mean and refer to an area upon or in which a separate Living Unit is constructed except in Multi-Family Structures. The term "Lot" shall include a condominium Living Unit where such may occur.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association, by annexation of the developer or by vote of the Owners as provided in this Declaration.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be initially owned by the Association shall be bounded and described as set forth in Exhibit "B" attached hereto and made a part hereof; other real property may be hereafter conveyed to the Association as Common Area.

Section 6. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 7. "Living Unit" shall mean and refer to any structure or to any portion of a structure situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

Section 8. "Declarant" shall mean and refer to Crawford Realty Company, its successors and assigns, if such successors and assigns should acquire one or more undeveloped Lot(s) which is part of the Properties from a Declarant for the purpose of site development and/or construction, provided such person or entity is engaged in the residential development and/or construction business at the Properties.

Section 9. "Occupant" shall mean and refer to the Occupant of a Living Unit who shall be either the Owner or a lessee who holds a valid lease.

~~Section 10.~~ Section 10. "Board of Directors" shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

Section 11. "Members" shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III of the Declaration.

Section 12. "Condominium Lot" shall mean and refer to the "Unit", as that term is defined in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et. seq., when real property located within the Properties is made subject to the provisions of the said Act and to any amendments thereto.

Section 13. "Multifamily Structure" shall mean and refer to a structure with two or more Living Units under one roof, except where such Living Unit is situated on its own individual lot as defined herein.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility, or to mortgage all or any part of the Common Area, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or mortgage shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication, transfer or mortgage has been recorded. Any

~~dedication.~~ Transfer or mortgage shall be subject to driveway easements situated on the Common Area.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article IV of this Declaration.

Section 3. Title to Common Area. Title to the Common Area shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances; provided, however, that Declarant shall have the right to reserve for the purpose of development of the Properties all or any portion of the Common Area for various utility rights of way in connection with development of the Properties and driveway easements together with the right to dedicate utility rights of way where applicable and customary and the right of temporary ingress and egress across the Common Area in connection with the development of the Properties. Declarant's rights hereunder shall not unreasonably interfere with the members easement of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition.

Section 4. Utility Easements - Right of Entry. Each Lot shall be, and is hereby made, subject to easements in favor of the Declarant, the members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems and other utility services, including but not limited to pipes, lines, manholes and other equipment, as may be necessary to service any Lot. The location of said easements shall be located by construction by the Declarant.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot and each Owner of a Living Unit shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment.

Section 2. Membership Classes and Voting Rights. The

~~Association~~ shall have three (3) classes of voting membership:

Class A. Class A members shall be all Owners, except the Declarant, of Lots, and shall be entitled to one vote for each Lot so owned.

Class B. Class B members shall be all Owners, except the Declarant of Multifamily Structures containing Living Units not subject to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101, et seq. Class B members shall be entitled to one vote for each Living Unit in a Multifamily Structure so owned.

Class C. Class C member shall be the Declarant, and shall be entitled to three (3) votes for each Lot and Living Unit owned. The Class C membership shall cease and be converted to Class A or Class B membership, upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in all other classes of membership equals or exceeds the total votes outstanding in the Class C membership; provided, however that if at any time or from time to time, the Declarant, for any reason, (including, but not limited to, governmental or quasi-governmental action or inaction or market conditions) does not annex additional properties as provided in Article IX of this Declaration so as to maintain Class C membership in existence, then Class C membership shall not cease but shall continue; or

(b) On December 31, 1990

Section 3. Joint Owners or Occupants. When more than one person holds an interest in any Lot or when more than one person occupies a Living Unit, all such persons shall be members of the Association; provided, however, that Owners' and Occupants' votes shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to

~~be established and collected as hereinafter provided.~~ If a ~~delinquency occurs~~ in the payment of annual and/or special assessments, said assessment(s) together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvements and maintenance of the Common Area, access easements as hereafter defined, utility easements benefitting more than one Lot and not accepted by utility companies for maintenance, and if determined by the Association in accordance with the provisions of Article VI hereof, to the exteriors of any or all buildings or other structures on the Properties. For purposes hereof, "access easements" shall mean any easement established for the purpose of providing access from a street to the rear of Living Units with rear garages situate on the Lots, said access easement(s) being shown on a recorded plan, or being apparent from an inspection of the Properties or as otherwise established by Declarant and shall include the approximately ten foot wide portion of the paved areas along the entire width of such Lots parallel to, and approximately 20 feet from the rear of the Living Unit constructed on such Lots, together with the paved areas from the street to such easement areas; it shall exclude all paved area within approximately 20 feet of the rear of the Living Unit constructed on any such Lots. Maintenance shall also include, snow and ice removal from, front exterior steps and paved sidewalks and said access easements so as to provide a channel for ingress and egress by vehicles to individual lateral driveways, but not including such individual lateral driveways (lateral driveways, for purposes of this instrument, shall be deemed to be the approximately 20 foot area between the rear of the Living Unit and the access easement channel along the entire width of the Lot). Furtherance shall also include repair, replacement and maintenance of said access easements (but not individual lateral driveways). Further, maintenance shall also include grass cutting of all the Lots.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as set forth below for each class of membership so designated.

		<u>Per Year</u>	<u>Per Month</u>
<del>(i)</del>	<del>Class A</del>	<del>\$360.00</del>	<del>\$30.00</del>
(ii)	Class B	\$360.00	\$30.00
(iii)	Class C	\$360.00	\$30.00

Provided, notwithstanding anything to the contrary contained herein, Declarant shall only be obligated to pay assessments for Lots on which construction of Living Units have been completed (i.e. at such time that the building in which the Living Unit is situate is sufficiently complete that maintenance is required and landscaping and paving on or about said lot are completed and require maintenance and grooming and cutting):

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments permitted for the previous year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may not be increased by more than ten percent (10%), unless by a vote of two-thirds (2/3rds) of each class of members in existence who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for repair or replacement of easements for driveways and utilities on the Lots, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of each class of members in existence who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called, in accord with the By-Laws of the Association, for the purpose of



~~taking any action~~ authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership in existence shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, the amount of any assessment in any one year and from year to year may vary among classes of membership, and in no event shall the Declarant be obliged to pay any annual and/or special assessment for any Lot until completion (as defined in Section 3 of this Article IV) of the Living Units situate on said Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all members on the first day of the month following written notice of the commencement thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each member at least thirty (30) days in advance of commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien against the property. No owner may waive or

otherwise escape liability for the assessments provided for ~~herein by non-use~~ of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania to the extent provided by said laws, shall be exempt from the assessments created herein. Provided, however, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

#### ARTICLE V ENVIRONMENTAL PROTECTION BOARD

No building, fence (including but not limited to a privacy fence or the like), wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives, none of whom have to be members of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot or Living Unit before its initial occupancy. In carrying out the provisions of this Article V, of Article VI, of Article VIII or any other Article of this Declaration, or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or the Declarant during the period of development, or their

~~respective agents, employees, successors and assigns, may come upon any Lot or Living Unit~~ during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon fifteen (15) days' written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot or Living Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection.

#### ARTICLE VI MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon and for all access easements, as defined hereinbefore, to the rear of Living Units situate on the Lots, as shown on a recorded plan or otherwise established by Declarant, except the portions which are lateral driveways into individual garages or unpaved by Declarant; maintenance shall also include snow and ice removal from the access easements, so as to provide a channel for ingress and egress by vehicles to individual lateral driveways, but not including such lateral driveways; the Association shall also be responsible for the care and maintenance of property, including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 2. Individual Lots. Except as otherwise provided herein, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon. It is understood that the Association shall be responsible for repair and maintenance of any access easements shown on any Plan of the Properties or created by the Declarant, and benefitting more than one Lot, but excluding those portions which Declarant has not paved and excluding all individual lateral driveways into garages. Further the Association shall assume the responsibility for grass cutting of all the Lots, and for snow and ice removal from front exterior steps and paved sidewalks on the Lots.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore same, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days' written notice

given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. ~~The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such Lot and Lot Owner is subject.~~ Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

## ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and being on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the

parties. Pursuant to Pennsylvania law, judgment upon the award ~~of the arbitrators~~ may be maintained in any court of law with jurisdiction thereupon.

ARTICLE VIII  
USE RESTRICTIONS

The following shall be restrictions on the use of the Properties which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential use. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Environmental Protection Board; provided, however, that this use restriction shall does not apply to the Declarant.

(b) No noxious or offensive activity shall be carried on upon any Lot.

(c) Nothing shall be done on any Lot which may become a nuisance to the neighbors.

(d) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside lines or antennas of any kind shall be erected except by the Declarant during the period of development.

(e) No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily or permanently, as a residence on any Lot.

(f) No boat, boat trailer, house trailer, trailer, or any similar items shall be stored in the open on any Lot.

(g) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Lot or Living Unit for sale or rent, or signs used by Declarant to advertise the Property during the construction and sales period, subject to the rights of any member under the First Amendment of the Constitution of the United States of America.

(h) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

~~No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.~~

(i) No trees having a diameter of six inches (6) or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority, except by Declarant during development. The Environmental Protection Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees; regardless of size, as not removable without written authorization.

\* (j) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided, further, they are not kept, bred, or maintained for any commercial purposes.

(k) No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(l) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as are shown on any record plan and Declarant reserves the right to establish and may dedicate easements and rights-of-way in, on, over, under, through and around portions of Lots for storm water drainage, sanitary sewers, and other utilities; provided the same do not unreasonably interfere with the use of the Lot(s) as a residence. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those

improvements for which a public authority or utility company is ~~responsible~~. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved or established. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

(m) All Common Areas shall be limited in use to and for, and only for, parks and recreational purposes, access easements, and such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration.

(n) The Board of Directors and Environmental Protection Board shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem.

(o) Nothing in this Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Properties as more fully provided in Article V hereof.

#### ARTICLE IX STAGED DEVELOPMENTS

Additional land within the non-shaded area shown on the map attached hereto as Exhibit "C" and made a part hereof, and designated on such map as "Additional Property", may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years of the date of this instrument. Annexation may be made of portions of any phase as shown on a general plan now or hereafter approved by the Federal Housing Administration and the Veterans Administration. Said general plan shall not bind Declarant, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record one or

~~more Supplemental Declaration(s) of Covenants, Conditions and Restrictions with~~ respect to the additional property which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such Property. Upon the filing of any Supplemental Declaration and the recordation of a plan of such addition, Owners of Lots situated on the annexed properties shall be immediately entitled to the number of votes as determined for members within the initial property subject to this Declaration.

ARTICLE X  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than ninety percent (90%) of all Lots and Living Units, and thereafter by an instrument signed by Owners owning not less than seventy-five percent (75%) of all Lots and Living Units. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Amendment Resulting from Requirement of Government Agencies. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration of Covenants, Conditions and Restrictions, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all members of any such proposed changes for the purpose of members submitting objections to such government agencies.



~~Also other than that referred to in Article IX may be annexed to the Properties by Vote or consent of Members having two-thirds (2/3rds) of the vote of each class of members then in existence.~~

Section 5. Annexation. Additional property and Common Area other than that referred to in Article IX may be annexed to the Properties by Vote or consent of Members having two-thirds (2/3rds) of the vote of each class of members then in existence.

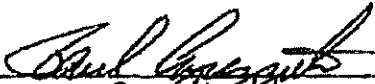
Section 6. Federal Housing Administration (FHA) and Veterans Administration Approval. As long as there is a Class C member, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration; annexation of additional properties, dedication of Common Area not in conformity to the overall staging, and amendment of this Declaration of Covenants, Conditions and Restrictions. Approval shall be given to any annexation which is substantially in accord with a general plan approved by the Federal Housing Administration.

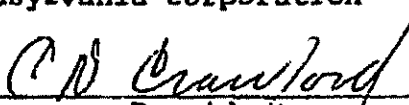
Section 7. Conflicts. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant he hereunto caused the execution of these presents this 21st day of OCTOBER, 1985.

ATTEST:

CRAWFORD REALTY COMPANY, a  
Pennsylvania corporation

  
Secretary

By   
President

ACKNOWLEDGMENT

~~COMMONWEALTH OF PENNSYLVANIA~~ )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 21st day of OCTOBER, 1985, before me, the undersigned officer personally appeared C. D. CRAWFORD, who acknowledged himself to be the President of CRAWFORD REALTY COMPANY, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and notarial seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

PAUL CAPEZUTO, NOTARY PUBLIC  
MONROEVILLE BORO, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES AUG. 13, 1989  
Member, Pennsylvania Association of Notaries

MAI to.  
TARTAN TERRACE ASSOC.  
293 HEATHER DRIVE  
MONROEVILLE PA 15146

119613 DRE Certified  
14-Aug-2013 01:11P\Int By: Amy Racko

34

AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF TARTAN TERRACE ASSOCIATION, INC.

*Municipality of Monroeville*

This Amendment to Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc. is made as of the 22<sup>nd</sup> day of January, 2013.

WITNESSETH:

WHEREAS, Crawford Realty Company, a Pennsylvania corporation (hereinafter referred to as "Declarant") by Declaration of Covenants, Conditions and Restrictions, dated October 21, 1985 and recorded in the Office of Real Estate of Allegheny County, Pennsylvania (the "Recorder's Office") at Deed Book Volume 8480, page 487 (hereinafter referred to as the "Declaration") declared property therein described to the provisions of the Declaration, creating and establishing Tartan Terrace Association, Inc. (the "Association"); and

WHEREAS, the Declarant adopted the By-Laws for the Association, dated October 3, 1985, and recorded in the Recorder's Office at Deed Book Volume 8480, page 508 (the "By-Laws"); and

WHEREAS, the Declaration was amended by (i) the Amendment to the Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc., dated July 7, 1992 and recorded in the Recorder's Office at Deed Book Volume 8799 page 387 on September 1, 1992, (ii) the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc. dated May 23, 1994 and recorded in the Recorder's Office at Deed Book Volume 9298 page 302 on September 2, 1994, and (iii) the Amendment to Covenants, Conditions and Descriptions of Tartan Terrace Association, Inc., dated October 20, 1999 and recorded in the Recorder's Office at Deed Book Volume 10656 page 90 on December 6, 1999;

WHEREAS, in accordance with the provisions of the Declaration, the Declaration has been further amended by a vote of Owners owning not less than seventy-five percent (75%) of all Lots and Living Units as provided herein.

NOW, THEREFORE, the Board of Directors of Tartan Terrace Association, Inc. does hereby file and record this Amendment to Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc.:

1. Article IV, Section 2, Purpose of Assessments is deleted in its entirety and the following provision is inserted in lieu thereof:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and for the maintenance, repair, and/or replacement of the Common Area,

and maintain such property.

**Section 2. Individual Lots.** Except as otherwise provided herein, the Owner of each Lot shall be responsible for the care, maintenance, repair and replacement of his or her Lot, the premises and all improvements situate thereon. The Association shall be responsible for the care, repair, maintenance, repair and replacement of the Driveways, as defined in Article IV, Section 2,



Driveways, and the utility easements benefiting more than one Lot and not accepted by the utility companies for maintenance. For purposes of this Declaration, "Driveways" shall mean all paved areas used to provide access from the street to the garage of each Living Unit, regardless of whether such Living Unit has a front entry garage or rear entry garage, and shall include all paved areas from the street to the garage of each Living Unit, whether such paved area is located on a Lot or on Common Area. Any reference in the Declaration or By-laws to "access" easements" shall hereinafter be deemed to mean "Driveways" as defined herein.

Maintenance, repair and/or replacement of the Driveways shall be completed on such time schedule as may be established in the reasonable discretion of the Board of Directors, and may be staggered and/or deferred as the Board of Directors reasonably determines.

In addition, such assessments may be used to paint the exteriors of the Living Units located on the Lots; to remove snow from the front exterior steps and paved sidewalks of the Lots and the portion of the Driveways which are situate on Common Areas; when snowfall accumulates above two (2) inches; grass cutting, tree and shrub trimming, mulching and reseeding of the Lots.

2. Article VI, Maintenance, is deleted in its entirety and the following provision is inserted in lieu thereof:

Section 1. Common Areas. The Association shall be responsible for the care, maintenance, repair and replacement of the Common Areas, including both interiors and exteriors of the structures erected thereon and for all Driveways, as defined in Article IV, Section 2 hereof; maintenance shall also include snow and ice removal from the portion of the Driveways which are situate on Common Areas; the Association shall also be responsible for the care, maintenance and repair of rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility

and for grass cutting of all Lots, and for snow and ice removal from front exterior steps and paved sidewalks on the Lots.

In the event that any Owner shall fail to maintain any Lot or the premises and improvements situate thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, on its own or through its agents and employees to enter upon said Lot and to repair, maintain, replace and/or restore such Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days' written notice given to the Owner of the Lot, unless in the judgment of the Board of Directors a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance, replacement and/or restoration shall be added to and become part of the assessment to which such Lot and Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV hereof.

The undersigned officers have certified that, in accordance with the Article X, Section 3 of the Declaration, by proposal of the Board of Directors at a duly-held Owners' meeting on January 22, 2013 the above Amendment to Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc. has been adopted by at least seventy-five percent (75%) of the Owners, and have hereunto set their hands to the above Amendment, as attached hereto as Exhibit "A".

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

WITNESS the due execution of this Amendment to Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc. the 22 day of May, 2013 the undersigned duly authorized officers of the Association.

WITNESS/ATTEST:

ASSOCIATION:

TARTAN TERRACE ASSOCIATION,  
INC.

By: *Robert E. Jones*  
Secretary

By: *Laurel S. DeChateau*  
President





ACKNOWLEDGMENT

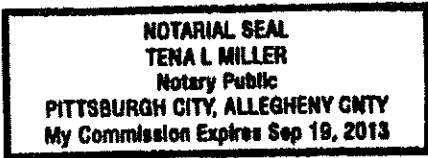
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

ON THIS the 22 day of May, 2013, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared LARIE S. DuChateau, who acknowledged him/herself to be the President of the Tartan Terrace Association, Inc., a Pennsylvania non-profit corporation and, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Tena L Miller  
Notary Public

MY COMMISSION EXPIRES:



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

ON THIS the 13<sup>th</sup> day of May, 2013, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared Thelma E Gates who acknowledged himself to be the Secretary of the Tartan Terrace Association, Inc., a Pennsylvania non-profit corporation and, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Dianne Campbell  
Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DIANNE CAMPBELL, Notary Public  
Monroeville Boro., Allegheny County  
My Commission Expires October 21, 2014

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of TARTAN TERRACE ASSOCIATION, INC., a Pennsylvania corporation; and

THAT, the foregoing Amendment constitutes the Amendment to Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc. as duly adopted by a vote and evidenced by the signatures of Owners owning not less than seventy-five percent (75%) of all Lots and Living Units, as provided on Exhibit "A".

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13<sup>th</sup> day of May 2013.

Thelma E. Bates  
Secretary



**AMENDMENT  
TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
TARTAN TERRACE ASSOCIATION, INC.  
July 7, 1992**

WHEREAS, the Tartan Terrace Association, Inc. ("Association") is governed by the Declaration of Covenants, Conditions, and Restrictions (Declaration) and the By-Laws of the Association;

WHEREAS, the Declaration imposes certain duties upon the Association to maintain the Common Area and certain of the Non-Common Area;

WHEREAS, pursuant to Article X, Section 3. of the Declaration, the Association may amend the Declaration;

WHEREAS, the Association desires to amend the Declaration to use the assessments to maintain and preserve the paved individual lateral driveways located on the Lots, thereby enabling the Association to properly maintain and preserve the access easements contiguous to certain of such Lots;

WHEREAS, the Association further desires to amend the Declaration to use the assessments to periodically paint the exteriors of the Living Unit located on each Lot;

NOW, THEREFORE, effective August 10, 1992, the Association, by and through the affirmative written vote of at least ninety percent (90%) of the Owners, hereby modifies and amends the Declaration of the Association as follows:

- A. Article IV, Section 2. is deleted in its entirety and the following provision is inserted in lieu thereof:

"Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and for the maintenance, repair, and/or replacement of the Common Area, access easements (as hereafter defined), and the utility easements benefiting more than one Lot and not accepted by the utility companies for maintenance. For purposes of this Declaration, "access easements" shall mean any easement established for the purpose of providing access from a street to the rear of Living Units with rear garages situate on the Lots, said access easement(s)

being shown on a recorded plan, or being apparent from an inspection of the Properties or as otherwise established by Declarant and shall include the approximately ten foot wide portion of the paved areas along the entire width of such Lots parallel to, and approximately twenty (20) feet from the rear of the Living Unit constructed on such Lots, together with the paved areas from the street to such easement areas, but shall exclude all paved area within approximately twenty (20) feet of the rear of the Living Unit constructed on such Lots.

In addition, such assessments may be used to paint the exteriors of the Living Units located on the Lots; to remove snow from the front exterior steps and paved sidewalks of the Lots and the access easements when snowfall accumulates above two (2) inches; grass cutting, tree and shrub trimming, mulching and reseeding of the Lots; and to fill cracks and apply sealant on the individual lateral driveways on the Lots. However, such assessments shall not be used to repair, improve or replace any individual lateral driveway or any painted area of any Living Unit, or any piece or part thereof, located on the Lots. For purpose of this Declaration, an "individual lateral driveway" is either the approximately twenty (20) foot area between the rear of the Living Unit structure and the access easement running along the entire width of the Lot for Living Units with rear entry garages or the paved drive area of Living Units with front entry garages."

- B. The following provision is added to Article IV, Section 4:

"The Association may also levy an individual assessment (as opposed to an annual or special assessment) against the individual Owner and/or the Lot of the Living Unit for the maintenance, repair, restoration and/or replacement of such Owner's Lot, Living Unit and the premises and improvements erected thereon provided that such individual assessment has the requisite two-thirds (2/3) approval of the Board of Directors all as described in Section 2. of Article VI."

- C. Article VI, Section 1. is modified by deleting the word "ice".

- D. The first paragraph of Section 2. of Article VI, which begins with "Except as otherwise . . ." and ends with ". . . on the Lots", is deleted in its entirety and the following paragraph is inserted in lieu thereof:

"Except as otherwise provided for in Article IV, Section 2. and provided that the Association desires to obtain such services and/or is able to procure such services at a reasonable cost, the Owner of each Lot and/or Living Unit is responsible for the care, maintenance, repair and/or replacement of such Owner's Lot, Living Unit, and the premises and all improvements situate thereon."

IN WITNESS WHEREOF, this Amendment is executed this \_\_\_\_\_ day of August, 1992.

TARTAN TERRACE ASSOCIATION, INC.

By: \_\_\_\_\_  
Leslie Faulk, Secretary  
Board of Directors





AMENDED AND RESTATED  
BY-LAWS  
OF  
TARTAN TERRACE ASSOCIATION, INC.

*Municipality of Monroeville*  
This Amended and Restated By-Laws for Tartan Terrace Association, Inc. is made this  
22 day of January, 2013.

WITNESSETH:

WHEREAS, Crawford Realty Company, a Pennsylvania corporation (hereinafter referred to as "Declarant") by Declaration of Covenants, Conditions and Restrictions, dated October 21, 1985 and recorded in the Office of Real Estate of Allegheny County, Pennsylvania (the "Recorder's Office") at Deed Book Volume 8480, page 487 (hereinafter referred to as the "Declaration") declared property therein described to the provisions of the Declaration, creating and establishing Tartan Terrace Association, Inc. (the "Association"); and

WHEREAS, the Declarant adopted the By-Laws for the Association, dated October 3, 1985, and recorded in the Recorder's Office at Deed Book Volume 8480, page 508 (the "By-Laws"); and

WHEREAS, the Declaration was amended by (i) the Amendment to the Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc., dated July 7, 1992 and recorded in the Recorder's Office at Deed Book Volume 8799 page 387 on September 1, 1992, (ii) the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Tartan Terrace Association, Inc. dated May 23, 1994 and recorded in the Recorder's Office at Deed Book Volume 9298 page 302 on September 2, 1994, and (iii) the Amendment to Covenants, Conditions and Descriptions of Tartan Terrace Association, Inc., dated October 20, 1999 and recorded in the Recorder's Office at Deed Book Volume 10656 page 90 on December 6, 1999;

WHEREAS, in accordance with the provisions of the By-Laws, these By-Laws have been amended at a meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

NOW, THEREFORE, the Board of Directors of Tartan Terrace Association, Inc. does hereby file and record the following Amended and Restated By-Laws of Tartan Terrace Association, Inc.:

**AMENDED AND RESTATED**  
**BY-LAWS**  
**OF**  
**TARTAN TERRACE ASSOCIATION, INC.**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>ARTICLE I – NAME AND LOCATION</b>	
Section 1	5
<b>ARTICLE II – DEFINITIONS</b>	
Section 1	5
Section 2	5
Section 3	5
Section 4	5
Section 5	6
Section 6	6
Section 7	6
Section 8	6
Section 9	6
Section 10	6
Section 11	6
Section 12	6
Section 13	6
Section 14	6
<b>ARTICLE III – MEETING OF MEMBERS</b>	
Section 1	6
Section 2	7
Section 3	7
Section 4	7
Section 5	7
Section 6	7
Section 7	7
Section 8	7
<b>ARTICLE IV – BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE</b>	
Section 1	8
Section 2	8
Section 3	8

Section 4	Compensation	8
<b>ARTICLE V – NOMINATION AND ELECTON OF DIRECTORS</b>		
Section 1	Nomination	8
Section 2	Election	8
<b>ARTICLE VI – MEETINGS OF DIRECTORS</b>		
Section 1	Regular Meetings	9
Section 2	Special Meetings	9
Section 3	Quorum	9
Section 4	Action Taken Without a Meeting	9
Section 5	Conflict of Interest	9
<b>ARTICLE VII – POWERS AND DUTIES OF THE BOARD OF DIRECTORS</b>		
Section 1	Powers	10
Section 2	Duties	11
<b>ARTICLE VIII – OFFICERS AND THEIR DUTIES</b>		
Section 1	Enumeration of Officers	12
Section 2	Election of Officers	12
Section 3	Term	12
Section 4	Special Appointment	12
Section 5	Resignation and Removal	12
Section 6	Vacancies	13
Section 7	Multiple Offices	13
Section 8	Duties	13
<b>ARTICLE IX – COMMITTEES</b>		
Section 1		14
<b>ARTICLE X – BOOKS AND RECORDS</b>		
Section 1		14
<b>ARTICLE XI – INDEMNIFICATION</b>		
Section 1		14
Section 2		14
Section 3		14
Section 4		15
Section 5		15

Section 6	15	
<b>ARTICLE XII – ASSESSMENTS</b>		
Section 1	15	
<b>ARTICLE XIII – RULES VIOLATION PROCEDURE</b>		
Section 1	15	
<b>ARTICLE XIV – AMENDMENTS</b>		
Section 1	Vote	17
Section 2	Conflict with Declaration	17
<b>ARTICLE XV – MISCELLANEOUS</b>		
Section 1	17	

**AMENDED AND RESTATED**  
**BY-LAWS**  
**OF**  
**TARTAN TERRACE ASSOCIATION, INC.**

**ARTICLE I**  
**Name and Location**

**Section 1.** The name of the corporation is TARTAN TERRACE ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 293 Heather Drive, Monroeville, PA 15146.

**ARTICLE II**  
**Definition**

All capitalized terms used herein, if not otherwise defined herein, shall have the meanings as defined in the Declaration, or if not defined in the Declaration, as defined in the Act. Also, the following terms have the following definitions:

**Section 1.** "Association" shall mean and refer to TARTAN TERRACE ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the provisions of said Declaration.

**Section 3.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area owned by the Association is bounded and described as set forth in Exhibit "B" attached to the Declaration, and which shall include, without limitation all those certain parcels of land conveyed by the Declarant to the Association pursuant to that certain deed as recorded in Recorder's Office at Deed Book Volume 8584 page 256 on October 15, 1991 and that certain deed as recorded in the Recorder's Office at Deed Book Volume 9644 page 391 on March 4, 1996; and such other real property may be hereafter conveyed to the Association as Common Area.

**Section 4.** "Lot" shall mean and refer to any plot of land and any designation of Living Units shown upon the recorded subdivision plan of the Properties (including any sublots established by letter, dotted lines or otherwise) or on any Exhibit attached to the Declaration or to any Amendment or Supplement thereto, with the exception of the Common Area. If a Living Unit designation does not result in an actual corresponding constructed Living Unit, a "Lot" shall mean and refer to an area upon or in which a Living Unit is constructed except in Multi-family Structures. The term "Lot" shall include a condominium Living Unit, where such may occur.

**Section 5.** "Living Unit" shall mean and refer to any structure or to any portion of a structure situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

**Section 6.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Living Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7.** "Declarant" shall mean and refer to Crawford Realty Company, a Pennsylvania Corporation.

**Section 8.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, as amended and recorded in the Recorder's Office.

**Section 9.** "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

**Section 10.** "Recorded" shall mean duly recorded in the Recorder's Office, unless otherwise clearly indicated.

**Section 11.** "Recorder's Office" shall mean the Department of Real Estate of Allegheny County Pennsylvania, unless otherwise clearly indicated.

**Section 12.** "Plan" or "Plans" shall mean the Tartan Terrace Plan No. 2, as recorded in the Recorder's Office in Plan Book Volume 133, pages 133 and 134, the Tartan Terrace Plan No. 3, as recorded in the Recorder's Office in Plan Book Volume 133, Pages 135 to 137, and the Tartan Terrace Plan No. 4, as recorded in the Recorder's Office in Plan Book Volume 135, pages 164 to 166, and such other plans of property which may be annexed to the Properties.

**Section 13.** "Act" shall mean and refer to the Uniform Planned Community Act, 68 Pa. C.S.A. §5101 et seq. as adopted in the Commonwealth of Pennsylvania (to the extent such provisions of the Act are applicable to the Association, in accordance with the retroactivity provision of the Act, as contained in section 5102(B) of the Act).

**Section 14.** "Director" shall mean a member elected or appointed to the Board of Directors.

### **ARTICLE III** **Meeting of Members**

**Section 1.** **Annual Meetings.** Annual meetings of the Members shall be held during the month of January on a date and time to be determined by the Board of Directors.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the membership votes.

**Section 3. Notice of Meetings.** Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or persons authorized to call the meeting, by mailing or hand-delivering a copy of such notice to each Member not less than fifteen (15) days in advance of such meeting, (except for meetings called for the purpose of taking any action authorized under Article IV Section 3 and 4 of the Declaration such notice shall be not less than thirty (30) nor more than sixty (60) days in advance of such meeting), addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

**Section 4. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 5. Voting.** Except as otherwise provided in the Declaration or By-Laws, whenever action is to be taken by a vote of the Members, it shall be authorized by a majority of all Members entitled to cast a vote present in person or by proxy at a duly organized meeting.

**Section 6. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of all votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The Members at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

**Section 7. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Member of his Lot or Living Unit.

**Section 8. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book



all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

#### ARTICLE IV

##### Board of Directors - Selection - Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. Each member of the Board of Directors shall be elected to serve a term of three (3) years, with such terms fixed so that approximately one third (1/3) of the persons on the Board of Directors shall expire annually (a "Staggered Term"). At the first annual meeting where Directors are to be elected for a Staggered Term, the members shall elect two (2) Directors for a term of one (1) year; two (2) Directors for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors for each expiring term for a term of three (3) years. The Directors shall hold office until their successors have been elected. At any election of Directors, each Lot Owner shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. Cumulative voting is not permitted.

Section 3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority of the membership vote of the Association. In the event of death, resignation or removal of a Director, or the vacancy of an officer of a member of the Board of Directors, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. Except as otherwise provided herein, no Director shall receive compensation for any service he may render to the Association. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V

##### Nomination and Election of Directors

Section 1. Nomination. Thirty (30) days prior to each annual meeting of the Members, the secretary of the Association shall mail or deliver to all Members a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed or delivered to the secretary. Members must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. Nominations may also be submitted from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**  
**Meetings of Directors**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 4. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 5. Conflict of Interest.** In the event any Director has a Conflict of Interest that might improperly limit such Director's fair and impartial participation in deliberations of decisions of the Board of Directors, such Director shall inform the Board of Directors as to the circumstance of such conflict. If circumstances require the nonparticipation of the affected Director, the Board of Directors may nonetheless request from the Director any appropriate non-confidential information which might inform its decisions. "Conflict of Interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Association in which the Director has a direct or indirect financial interest, or any transaction in which a Director is unable to exercise impartial judgment or otherwise act in the best interests of the Association. No Director shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization to which such Director has allegiance, or has a personal interest in that may be seen as competing with the interests of the Association. Any Director who believes he or she may have such a Conflict of Interest shall so notify the Board of Directors prior to the deliberation on the matter in question, and the Board of Directors shall make final determination as to the whether any Director has a Conflict of Interest in the matter. The minutes of the Board of Directors meeting shall reflect disclosure of any Conflict of Interest and the recusal of the interested Director. Any Director with a Conflict of Interest may be counted in determining the presence of a quorum at a meeting of the Board of Directors.

**ARTICLE VII**  
**Powers and Duties of the Board of Directors**

**Section 1. Powers.** The Board of Directors shall have the power to:

(a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration or the applicable provisions of the Act;

(b) Adopt, amend, publish and repeal rules and regulations governing the operation, maintenance and use of the Common Area, and the personal conduct of the Members, tenants and their guests thereon, and to establish penalties (including, without limitation, fines) for the infraction thereof;

(c) Employ a management company, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(d) Adopt budgets for revenues, expenditures, and reserves and fix the amount of the annual assessment, special assessment, or individual assessment for each Owner/Living Unit;

(e) Assess a monetary penalty against the Owner for annual assessments, special assessments, individual assessments and/or fines that remain unpaid for a period of time to be determined by the Board of Directors;

(f) Enforce by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it; bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association.

(g) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;

(h) Grant easements, licenses, and rights-of-way through or over the Common Area;

(i) Sue on behalf of all Unit Owners;

(j) Make contracts and incur liabilities;

(k) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Lot or Living Unit;

(l) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property;

(m) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(n) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(o) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Area, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(p) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4<sup>th</sup>) of the Members who are entitled to vote;

(b) Collect all annual assessments, special assessments and individual assessments and disburse such fees in payment of the Association's expenses;

(c) As more fully provided in the Declaration, to:

(1) adopt an annual budget, fix the amount of the annual assessment, special assessment and/or individual assessment, as applicable, against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of any change in the annual assessment, special assessment and/or individual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period or due date of such special assessment or individual assessment; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any member, a resale certificate, as provided in section 5407 of the Act. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Supervise all officers, agents, employees and independent contractors of this Association, and to see that their duties are properly performed; and

(i) Manage, maintain, repair, replace, improve, operate, and regulate the Common Area, access driveway easements or driveways, as applicable, and parking areas, if any, as provided in the Declaration, and as applicable, the Lots and Living Units (if such maintenance is the responsibility of the Association), and any property owned or leased by the Association.

#### ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, an Environmental Protection Officer (EPO), and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve. Officers may be elected to serve any number of consecutive terms.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as determined by the Board of Directors.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause, by a majority vote of the members of the Board of Directors, with or without a meeting. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

(a) **President :** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all relevant legal documents including, but not limited to leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) **Vice-President:** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.

(c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

(d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association and shall obtain the co-signature of the President on all promissory notes and the co-signature of one other officer of the Association on all checks (which is usually, but not necessarily, the Treasurer), keep proper books of account; if and as the Board of Directors specifies from time to time cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

(e) **Environmental Protection Officer (EPO):** The Environmental Protection Officer shall chair the Environmental Protection Board. In addition to carrying out the requirements of Article V of the Declaration, the EPO shall monitor and make recommendations to the Board of Directors on all matters relating to exterior modifications, maintenance, repair, replacement, and/or improvement to all Living Units, Common Area, and land, including, but not limited to, painting, paving, tree planting and removal, all landscaping care and issues relating to it, as well as winter weather care and issues relating to it, infrastructure, and all other matters which related to the Association from an environmental standpoint. The EPO is also responsible for making recommendations to the Board of Directors regarding contracts, and for supervising all contractors working for the Association on all matters relating to exterior

modifications, maintenance, repair, replacement, and/or improvement to all Living Units, Common Area, and land, including the hiring and firing of, comparing bids of, etc. The EPO is responsible for managing all complaints and concerns from the residents of the Association regarding environmental matters.

#### ARTICLE IX Committees

Section 1. The Board of Directors of the Association shall appoint Committees, including without limitation, an Environmental Protection Board (EPB) as provided in the Declaration.

#### ARTICLE X Books and Records

Section 1. The books, records and papers of the Association shall be subject to inspection upon written request to the Association business address by any Owner. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be provided to each Owner upon the purchase of his/her Lot or Living Unit, as part of their Resale Certificate, upon payment of the appropriate fee for the same.

#### ARTICLE XI Indemnification

Section 1. Unless otherwise prohibited by law, the Association shall reimburse or indemnify each director, officer, employee or any former director, former officer and former employee of the Association (and of any committee which he or she served at the request of the Association) for or against any and all expenses and liabilities incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding (civil, criminal, administrative or investigative) (hereinafter called "action"), in which he or she may become involved as a party or otherwise by reason of his/her being or having been such director, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he or she continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of these By-Laws.

Section 2. Notwithstanding the forgoing, there shall be no indemnification in relation to matters as to which he or she shall be: (i) adjudged to be guilty of a criminal offense, unless the director, officer or employee had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; or (ii) liable to the Association for damages arising out of his or her own gross negligence or willful misconduct in the performance of its duties to the Association.

Section 3. As used in these By-Laws, the terms "liabilities and expenses" shall include, but not be limited to, counsel fees and other expenses, costs and disbursements, judgments, fines or penalties against, and amounts paid in settlement by a director, officer or employee, or former director, former officer or former employee.

**Section 4.** The Association may advance expenses or, where appropriate, may itself undertake the defense of any director, officer, or employee. However, in advance of such expenses or defense, such director, officer, or employee must agree in writing to repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this article.

**Section 5.** The right of reimbursement and indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his or her death, shall extend to the legal representatives of his or her estate.

**Section 6.** The Board of Directors may also authorize the purchase of insurance on behalf of any director, officer, employee, or other agent against any liability incurred by him which arises out of such person's status as a director, officer, employee, or agent, whether or not the Association would have the power to indemnify the person against that liability under law.

## ARTICLE XII Assessments

**Section 1.** As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual assessments, special assessments and individual assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within seven (7) days after the due date, the delinquent assessment shall be subject to default interest and a delinquent fee, as provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Living Unit.

## ARTICLE XIII Rules Violation Procedure

**Section 1.** The Board of Directors shall not impose a fine, suspend voting or infringe upon any other rights of an Owner or a Lot or Living Unit or other occupant for violations of the Declaration, Bylaws, Rules and Regulations or any policies adopted by the Board of Directors, until the following procedure is followed:

(a) **Demand:** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (1) The alleged violation;
- (2) The action required to abate the violation; and



(3) A time period, not less than five (5) days, during which the violation may be abated without further sanction if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice: At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board of Directors shall serve the violator with written notice, personally or by regular or certified mail, of a hearing to be held by the Board of Directors in executive session. The notice shall contain:

- (1) The nature of the alleged violation;
- (2) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
- (4) The proposed sanction to be imposed.

(c) Hearing: The hearing shall be held in executive session pursuant to this notice affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Sanctions: The Board of Directors, in addition to any other rights or remedies, shall have the right to impose sanctions, which may include, but not be limited to, the right to levy fines for violations, upon notice and an opportunity to be heard as herein provided. Unless otherwise provided, the Board of Directors may impose a fine equal to the then current monthly assessment. Such fine may be assessed monthly for each month that the violation continues and may be pro-rated to over a period of less than one calendar month. Any fine levied is to be considered an Assessment, Special Assessment or Individual Assessment levied specifically against the particular Owner involved, shall be immediately due and payable, and collection may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of assessments, and the Board of Directors may also pursue any other remedies available under the law or equity.

(e) Hazardous Conditions: In the event the Board of Directors determines, in its sole discretion, that such violation creates an immediate hazardous condition, which may adversely affect the health or welfare of the Owners or their guests, or the structural integrity of any structure on the Properties, the Board of Directors may act immediately to remedy such

hazardous condition without a hearing, and charge the Owner for any expense involved in such remedy, which charge may be enforced as an Assessment against said Lot or Living Unit.

ARTICLE XIV  
Amendments

Section 1. Vote. These By-Laws may be amended, at a regular or special meeting of the Members where a quorum is present, by a vote of a majority of Members present in person or by proxy.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV  
Miscellaneous

Section 1. The fiscal year of the 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 on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of TARTAN TERRACE ASSOCIATION, INC., have hereunto set our hands this 22 day of ~~January~~, 2013.

*July*

*Eileen Smeone*

*Vera Lee*

*Jackie Sales*

*Thomas E. Gates*

*Louis H. Williams*


CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of TARTAN TERRACE ASSOCIATION, INC., a Pennsylvania corporation; and

THAT, the foregoing By-Laws constitute the Amended and Restated By-Laws of said Association, as duly adopted at a meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy, and by the Board of Directors thereof, on the 22nd day of JANUARY 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22ND day of JULY 2013.

  
Secretary