

THE 325 SOUTH HIGHLAND AVENUE CONDOMINIUM

TABLE OF CONTENTS

<u>Section</u>		<u>Pages</u>
1.	Definitions.....	1,2
2.	Name of Condominium Property .....	2
3.	Common Elements.....	2,3
4.	Limited Common Elements.....	3
5.	Units.....	3,4
6.	Encroachments and Easements.....	4,5,6
7.	Association.....	6,7
8.	Real Estate Taxes.....	7
9.	Use and Occupancy of Units and Common Elements.....	7,8
10.	Entry By Association.....	8
11.	Violation of Condominium Documents or Association Rules and Regulations..	9
12.	Involuntary Termination of Unit Owner's Interest.....	9,10
13.	Grantees.....	10
14.	Severability.....	11
15.	Ratification.....	11
16.	Failure to Enforce .....	11
17.	Notices.....	11
18.	Gender, Plurality and Construction.	11

DECLARATION OF CONDOMINIUM  
FOR THE 325 SOUTH HIGHLAND AVENUE CONDOMINIUM

This Declaration is made this 14<sup>th</sup> day of October,  
1981, by NATIONAL BUILDERS AND ACCEPTANCE CORPORATION  
(Declarant):

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of  
certain real property located in the 7th Ward, City of  
Pittsburgh, Allegheny County, Pennsylvania, as more fully  
described in Exhibit A; and,

WHEREAS, Declarant intends to and hereby  
submits such real property, consisting of land, a building, and  
all rights, privileges, or appurtenances belonging or in any  
way pertaining thereto to the provisions of the Act of the  
General Assembly of Pennsylvania of July 2, 1980, Act No.  
1980-82, The Uniform Condominium Act (Act).

NOW THEREFORE, Declarant DECLARES:

Section 1. Definitions.

- a. "Assessment" means a share of the funds required for  
the payment of common expenses which from time to time are  
assessed against each Unit.
- b. "Association" means The 325 South Highland Avenue  
Condominium Unit Owners' Association.
- c. "By-Laws" means the By-Laws for The 325 South  
Highland Avenue Unit Owners' Association. The By-Laws have  
been recorded in the office of the Recorder of Deeds for  
Allegheny County, Pennsylvania, simultaneous with the recor-  
dation of this Declaration.
- d. "Condominium Documents" means this Declaration,  
the Declaration Plan and the By-Laws, as the same may be  
amended from time to time.
- e. "Condominium Property" means the land and buildings,

structures, improvements, and fixtures, of whatsoever kind erected or installed thereon, and all rights, privileges or appurtenances belonging or in any way pertaining thereto, as described in Exhibit A and as depicted by the Declaration Plan. The Condominium Property includes, but is not limited to, the Units, Limited Common Elements and Common Elements shown on the Declaration Plan.

f. "Declaration Plan" means the Declaration Plan of The 325 South Highland Avenue Condominium which is verified by Raymond J. Schinshofen, a registered Pennsylvania architect. The Declaration Plan has been recorded in the office of the Recorder of Deeds for Allegheny County, Pennsylvania, simultaneous with the recordation of this Declaration.

g. "Maintenance Fund" means all monies collected by the Association.

h. "Occupant" means the person, or persons, other than a Unit Owner, in possession of one or more Units.

i. "Special Assessments" means the costs and expenses, other than common expenses, for which a Unit is liable to the Association.

Section 2. Name of the Condominium Property. The Condominium Property will be known as The 325 South Highland Avenue Condominium.

Section 3. Common Elements.

a. The Common Elements include that portion of the Condominium Property designated as such on the Declaration Plan, as well as the following:

- i. The land described in Exhibit A;
- ii. All portions of the Building which are not included within any Unit's boundaries;
- iii. The foundations, structural parts, entrances and exits of the Building;
- iv. All installations of common services and common utilities;

- v. Any apparatus, fixture or installation existing for common use;
- vi. All easements appurtenant to the Condominium Property.
  - b. Each Unit Owner owns a proportionate undivided interest in the Common Elements in the percentage shares set forth in Exhibit B.

Except as otherwise limited by the Condominium Documents or the rules and regulations adopted from time to time by the Association, each Unit Owner, his agents, tenants, family members and invitees has the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit, which right is appurtenant to and runs with the Unit.

Section 4. Limited Common Elements.

- a. The Limited Common Elements appurtenant to a particular Unit include that Unit's exterior doors and windows.
- b. Each Unit Owner has the right to the exclusive use and possession of the Limited Common Elements designed to service such Unit, which right, is appurtenant to and runs with the Unit.
- c. The cost of maintenance, repair or replacement of the Limited Common Elements is a common expense, unless provided otherwise in the By-Laws.

Section 5. Units.

- a. The Units are identified on the Declaration Plan. There are two types of Units: Dwelling Units and Parking Units.
- b. Each Dwelling Unit includes that part of the building lying within the boundaries of the Unit and all mechanical equipment and appliances within and serving that Unit. No furnace or air conditioning equipment located within the boundaries of a Unit shall be deemed a Common Element. The maintenance, repair or replacement of the mechanical equipment within and serving a Dwelling Unit is the sole responsibility of such Unit Owner.

is subject to the Association's prior approval.

d. The owner of a Parking Unit must, prior to the sale of such unit to a party which does not own a Dwelling Unit or have a Dwelling Unit under agreement, give the owners of Dwelling Units the right to purchase such unit upon terms and conditions substantially similar to the proposed sale to the non-owner.

Section 6. Encroachments and Easements.

a. If any part of any Unit encroaches upon the Common Elements, or if any part of any Unit encroaches upon any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, easements for the maintenance, repair or restoration of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching remains standing.

b. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements.

c. Each Unit has and is subject to an easement in common with all other Units for the use of all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving that Unit and located in any of the other Units, or located in that Unit and serving any other Unit.

d. Each Unit has an easement over every other Unit and the Common Elements for structural support and each Unit and the Common Elements are subject to an easement for structural support in favor of the Common Elements and every other Unit.

e. Parking Unit P1 is subject to an easement of ingress and egress for access to and from the abutting common areas including the stairwell to the first floor and adjacent common element space. Parking Unit P7 is subject to an easement of ingress and egress for access to and from the electrical apparatus.

f. All easements and rights described herein are ease-

ments appurtenant, running with the Condominium Property and the Units and inure to the benefit of and are binding on the undersigned, its successors, and assigns, and any owner, purchaser, or any other person having an interest in the Condominium Property, or any part or portion thereof.

g. Declarant (as long as it owns 3 or more Units) and the Association has the power to grant such additional easements for utility services or to relocate any existing easements for utility services or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Declarant or the Association, as the case may be, deems necessary or desirable for the proper operation and maintenance of any or all of the improvements, for the general health and welfare of the Unit Owners or for the purpose of carrying out the provisions of this Declaration; provided that such easement or the relocation of existing easements does not prevent or unreasonably interfere with the intended use of Units for dwelling or parking purposes. Should it be necessary to execute any instrument to evidence such easements or designate the beneficiaries thereof, each Unit Owner, by the acceptance of a deed to his respective Unit hereby designates and appoints Declarant, or if Declarant owns 2 or less Units, the Association, as his attorney-in-fact to execute any and all instruments on his behalf for the purpose of evidencing and recording such easements and designating the beneficiaries thereof.

h. Until Declarant completes the improvements it contemplates on the Condominium Property and has sold all of the Units, easements, including but not limited to, easements for ingress and egress, are hereby reserved and exist through and over the Condominium Property for the completion of the improvements and for repair, replacement and maintenance of the

Condominium Property by Declarant, its designee, the Association or any Unit Owner.

f. Until Declarant has sold all of its Units, it has the right to transact any business necessary to consummate sales and leases of Units, including but not limited to, the right to maintain units as models, to display signs on the Condominium Property, to operate sales offices in the Units and/or the Common Elements, to maintain agents and employees on the Condominium Property, to use the Common Elements for other purposes and to show Units. The fixtures and furnishings of any sales office and signs and all items pertaining to the sales are not Condominium Property or Association assets and remain Declarant's property.

Section 7. Association. As an incident of ownership of a unit, all Unit Owners including Declarant, are members of The 325 South Highland Avenue Unit Owners' Association, an unincorporated association which exists for the purpose of administering and operating the Condominium Property. This membership terminates upon the sale or other disposition other than lease by such member of his Unit, at which time the new Unit Owner automatically becomes a member. Only one person with respect to each Unit is entitled to vote at meetings of the Association. Governance of the Association as well as designation of the persons entitled to vote is provided by and subject to the provisions and restrictions of the By-Laws. Each Unit is entitled to a number of votes equivalent to its undivided interest in the Common Elements as set forth in Exhibit B; these votes are not divisible.

The By-Laws may be amended in the manner provided therein. Until the Declarant owns 2 or less Units, no amendment can change Declarant's rights and privileges without its written approval.

The share of a Unit Owner in the Maintenance Fund and assets of the Association cannot be assigned, hypothecated or trans-

ferred in any manner except as an appurtenance to his Unit.

Section 8. Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his Unit and corresponding percentage of ownership of the Common Elements provided in the Act. For any years in which the Units are not separately assessed, but are assessed on the Condominium Property as a whole, the Association shall collect from each Unit owner his proportionate share thereof in accordance with his respective percentage of ownership of the Common Elements, and such proportionate share will be considered a Common Expense.

Section 9. Use and Occupancy of Units and Common Elements.

a. Any one or more Unit Owners, may with respect to any Unit or Units owned by him or them, combine his Unit with another Unit for the purpose of increasing the area available to such Unit Owners. That part of the Common Elements separating any two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall reasonably be allowed by the Association provided that such alteration does not affect the structural integrity of the building. The cost will be borne by the Unit Owner causing the alteration and the Unit Owner intending to so alter the Common Elements must notify the Association at least thirty (30) days prior to the commencement of any such alteration.

b. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior approval of the Association. Each Unit Owner is obligated to maintain and keep his Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, is subject to the rules and regulations of the Association.

c. Nothing shall be done or kept in any unit or in the



Common Elements which increases the normal rate of insurance on the Condominium Property. Nothing shall be done or kept in any Unit or in the Common Elements which could result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

d. Nothing shall be hung or displayed on the outside of windows, placed on the walls or roofs of the Building, including but not limited to: signs, awnings, canopies, shutters, radio or television antenna clothes, sheets, blankets, laundry or articles of any other kind or hung out or exposed on any part of the Common Elements, including the Limited Common Elements (except as installed as of the date this Declaration is recorded or except as thereafter installed by Declarant, for as long as the Declarant owns 2 or more Units) without prior approval of the Association.

e. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently which constitutes a nuisance to the other Unit Owners or Occupants.

f. The Association may adopt reasonable rules and regulations concerning the use and operation of the Condominium Property.

10. Entry by Association. The Association or its officers, agents or employees may enter any Unit to abate emergencies or at reasonable times to inspect for violations of the provisions of the Condominium Documents or any rules and regulations promulgated by the Association, or when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner or Occupant as practicable and, except in the event of emergency, will be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

or Association Rules and Regulations. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision contained in the Condominium Documents, shall, in addition to any other rights provided for in this Declaration or applicable law, give the Association the authority: (a) to enter the Unit, or any portion of the Condominium Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed liable in any manner, or (b) to enjoin, abate or remedy by appropriate legal proceedings at the expense of the defaulting Unit Owner, either at law or in equity, the continuance of any such breach.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) given the Unit Owner alleged to have violated any restriction, condition, rule or regulation adopted by the Association or to be in breach of any covenant or provision contained in the Condominium Documents, a hearing on such allegations pursuant to rules adopted by the Association; (b) determined such allegations to be true; and (c) the Unit Owner refuses or fails to abate such violation or breach or refuses or fails to take such steps as are necessary to correct such violation or breach within such reasonable periods of time as are determined by the Association and communicated to the Unit Owner.

Section 12. Involuntary Termination of Unit Owner's Interest. If after hearing and finding as set forth in Section 11 and failure of the Unit Owner to desist from such violation or to take appropriate corrective action, the Association may terminate the Unit Owner's interest in the Unit as follows: (a) the Association shall give the defaulting Unit Owner a notice in writing of its intention to terminate the rights of the defaulting

Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit or any other portion of the Condominium Property; (b) fifteen (15) days after such notice is given an action in equity may be commenced by the Association against the defaulting Unit Owner for a decree declaring a termination of the defaulting Unit Owner's right to occupy, use or control the Unit or any other portion of the Condominium Property because of the failure of the Unit Owner to desist from such violation or to take approximate corrective action and ordering that all the right, title and interest of the Unit Owner in the Condominium Property be sold at a judicial sale upon such notice and terms as the Court shall establish, and enjoining and restraining the defaulting Unit Owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. Upon the confirmation of such sale, the purchaser will be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the Court for a writ of possession or other assistance for the purpose of acquiring such possession. Any costs and expenses incurred by the Association in the exercise of its authority as granted in this Section, including but not limited to, court costs, reasonable attorneys' fees, and the cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, will constitute a lien on the interest of such Unit Owner in the Condominium Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay Assessment.

Section 13. Grantees. Any party acquiring an interest in the Condominium Property, his successors and assigns, as well as Occupants, is subject to the easements, restrictions, conditions, covenants, reservations, liens and charges provided by the Condominium Document as amended, and the jurisdiction, rights and powers created or reserved by the Act. All such easements, rights,

benefits and privileges and all such impositions and obligations are covenants running with the land and shall bind any person having at any time any interest of estate in said land and shall inure to the benefit of such person in like manner.

Section 14. Severability. The invalidity of any provision hereof, or of any part of such provision, shall not impair or affect in any manner the validity of the rest of this Declaration; the terms hereof are severable.

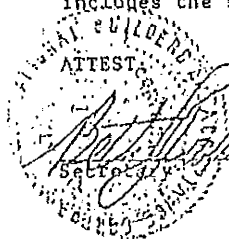
Section 15. Ratification. Each Unit Owner, by reason of having acquired ownership of his Unit, whether by purchase, gift, operation of law or otherwise, is deemed to have acknowledged and agreed that all provisions of the Condominium Documents are fair and reasonable in all material respects.

Section 16. Failure to Enforce. No terms, obligations, covenants, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by failure to enforce them.

Section 17. Notices. Any notice required to be given by this Declaration, may be made by ordinary mail to the Unit or other address provided by the Unit Owner to the Association Secretary.

Section 18. Gender, Plurality and Construction.

Wherever the context so requires the use of any gender shall be deemed to include all genders, including any entity, the use of the singular includes the plural and the use of the plural includes the singular.



NATIONAL BUILDERS AND ACCEPTANCE CORPORATION

By: Marc Scorażow, President

THE 325 SOUTH HIGHLAND AVENUE CONDOMINIUM

DESCRIPTION

ALL that certain lot or piece of ground situate in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to-wit:

BEGINNING at a point on the easterly side of South Highland Avenue, distant 230.51 feet southwardly from the intersection of the said street with Alder Street; thence South 4°40'40" West along South Highland Avenue 50 feet and; thence South 85°19'20" East and at right angles to South Highland Avenue and maintaining the same width throughout a distance of 140 feet to Carron Way.

HAVING erected thereon a multi-family dwelling known as 325 South Highland Avenue.

BEING designated as Block and Lot 84-K-294 in the records of the Deed Registry Office of Allegheny County, Pennsylvania.

BEING part of the same premises that Marvin G. Elman and Rosslyn Elman, his wife, conveyed to National Builders & Acceptance Corporation by deed dated August 25, 1980 and recorded August 29, 1980 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6290, page 893.

EXHIBIT A

THE 325 SOUTH HIGHLAND AVENUE CONDOMINIUM

UNIT OWNERS' PERCENTAGE

SHARE OF COMMON ELEMENTS

<u>Dwelling Unit</u>	<u>Percentage</u>
101 .....	8.347
102 .....	8.347
103 .....	8.356
104 .....	8.188
105 .....	7.629
201 .....	11.493
202 .....	9.148
203 .....	9.111
204 .....	7.993
205 .....	9.111
<u>Parking Unit</u>	
P1 .....	2.086
P2 .....	1.816
P3 .....	1.675
P4 .....	1.675
P5 .....	1.675
P6 .....	1.675
P7 .....	1.675
	100.00

EXHIBIT B

BY SALES MAN

DATE OF SALE

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

On this 14 day of October, 1981, before me personally appeared MARC SCORATOW, who having been duly sworn, acknowledged that he is the President of National Builders and Acceptance Corporation and that he as such President, being authorized to do so, executed the foregoing Declaration.

*Mary Jane Foster*  
Notary Public

Mary Jane Foster, Notary  
Pittsburg, Allegheny County  
My Commission Expires Oct 20, 1982  
Member, Pennsylvania Association of Notaries

