

**HUNTING RIDGE CONDOMINIUM NO. 1**

**DECLARATION OF CONDOMINIUM**

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## HUNTING RIDGE NO. 1

### DECLARATION OF CONDOMINIUM

This Declaration, made on the date hereinafter set forth by RYAN HOMES, INC., a Pennsylvania corporation, hereinafter referred to as "Declarant",

#### WITNESSETH:

Whereas, Declarant is the owner of certain Property located on Boyce Road, South Fayette Township, Allegheny County, Pennsylvania, which is more particularly described in Article II, Section 2 herein.

Now, Therefore, Declarant hereby declares that it is the express purpose, desire and intention of the Declarant and the Declarant hereby does submit the property, including the improvements thereon, to the provisions of the Pennsylvania Unit Property Act (68 P.S. Sec. 700.101 *et. seq.*), as it may from time to time amended (hereinafter called the "Act") for the specific purpose of creating and establishing Hunting Ridge No.1, a Condominium, and said Property shall be held, sold and conveyed subject to the provisions of the aforesaid Act and the covenants, conditions and restriction contained herein, which are for the purpose of protection the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I Definitions

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

Section 1: "Building" means the multi-unit structure, as well as improvements comprising a part thereof, used, or intended for use, for residential purposes, which has been or will be constructed, on the property.

Section 2: "CSA" means Hunting Ridge Community Services Association, Inc. established or to be established in accordance with a certain Declaration of Covenants, Conditions and Restrictions filed by or to be filed by Declarant with respect to certain Properties within the development known generally as Hunting Ridge. A copy of the overall development plan for the project (hereinafter sometimes called the "Hunting Ridge Plan") is attached hereto as Exhibit "A" and incorporated herein by reference. The CSA is a non-profit membership corporation, composed of all Lot Owners (as that term is defined in the Declaration of Covenants, Conditions and Restrictions) in the Plan. The Owner of a condominium "unit" is a Lot Owner under said Declaration of Covenants, Conditions and Restrictions.

**Section 3:** "Code of Regulations" means such governing regulations as are adopted for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time. Said regulations are attached hereto and made a part hereof.

**Section 4:** "CSA Areas" or "Common Areas" mean and include all common access roads, utility lines, properties and buildings owned by the CSA and intended to be devoted to the common use and enjoyment of Lot Owners in Hunting Ridge.

**Section 5:** "Common Elements" means and includes: (a) the land on which the Building is located and portions of the Building which are not included in a Unit; (b) the foundations, structural parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, exterior balconies, entrances and exits of the Building; (c) the yards; (d) portions of the land and Building used exclusively for the management, operation or maintenance of the Common Elements; (e) installations of the lines for all central services and utilities; (f) all apparatus and installations existing for common use; (g) all other elements of the Building necessary or convenient to its existence, management, operation, maintenance and safety, or normally in common use; and (h) such areas and facilities as are designated therein on the Declaration Plan.

**Section 6:** "Common Expenses" means and includes: (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act or by this Declaration or the Code of Regulations; (d) expenses declared common by the Council pursuant to the provisions of this Declaration or of the Code of Regulations, or by the CSA pursuant to the Declaration of Covenants, Conditions and Restrictions affecting areas owned or managed by the CSA or pursuant to the CSA's By-Laws, and to any amendments made to either instrument.

**Section 7:** "Council" means a board of natural individuals of the number stated in the Code of Regulations who are residents of Pennsylvania, who need not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

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

**Section 9:** "Declaration Plan" means a survey of the Property prepared in accordance with Sec. 402 of the Act, and filed simultaneously herewith.

**Section 10:** "Hunting Ridge No. 1, a Condominium" means the association of Unit Owners in the Building, acting as a group pursuant to this Declaration and to the Code of Regulations.

**Section 11:** “Majority” or “Majority of the Unit Owners” means the owners of more than fifty percent (50%) in the aggregate in the interest of the ownership of the Common Elements as specified in this Declaration.

**Section 12:** “Person” means a natural individual, corporation, partnership, association, trustee or legal entity.

**Section 13:** “Property” means and includes the land, the Building, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto, which are intended by this instrument to be submitted to the provisions of the Act.

**Section 14:** “Recorded” means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

**Section 15:** “Recorder” means the Recorder of Deeds of Allegheny County, Pennsylvania.

**Section 16:** “Revocation” means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the Property is removed from the provisions of the Act. Such revocation shall not affect membership in the CSA or obligations arising therefrom.

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

**Section 18:** “Unit Designation” means the number, letter or combination thereof designating a Unit in the Declaration Plan.

**Section 19:** “Unit Owner” means the person or persons owning a Unit in fee simple.

## **ARTICLE II** **Name and Description**

**Section 1: Name.** The name by which the Property, the Building or the Association of Unit Owners in this condominium is to be identified is: Hunting Ridge No. 1, a Condominium (hereinafter sometimes referred to as Hunting Ridge, No. 1).

Section 2: Description of Property. The Property herewith submitted to the condominium type of ownership under the Act is described on Sheet No. 1 of the Declaration Plan, and is also legally described in Exhibit "B", attached hereto and incorporated herein by reference.

This Property is to consist of real estate, Units and Common Elements as shown on the Declaration Plan.

Section 3: Description of Building. The twenty-four (24) UNIT building which has been constructed on the Property is more particularly described in the Declaration Plan.

### ARTICLE III Units and Common Elements

Section 1. Identification of Units. For any and all purposes, Units may be identified solely by number and/or letter designated on the Declaration Plan.

Section 2. Description of Common Elements. The Common elements consist of all parts and portions of the Property except the Units and any personal Property of Unit Owners found on the Common Elements.

Section 3. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements (expressed as a percentage) allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit "C" and incorporated herein by reference. Such ownership runs with title to each Unit and may not be separated therefrom; provided, however, that the proportionate undivided interest in the Common Elements (expressed as a percentage) may be altered by the recording of an amendment to this Declaration, duly executed by all Unit Owners affected thereby. At all times the total of the undivided interests as described in this section shall aggregate 100%.

Section 4. Special Uses. Certain parts or portions of the Common Elements (such as balconies, basements, yards) may be specially assigned for use by particular Unit Owners by the Council; provided, however, that such assignments are reasonably made among all the Unit Owners without discrimination and for the convenience of all.

### ARTICLE IV Use, Purposes and Restrictions

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

**Section 1: Unit Restrictions.** No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected thereby. Notwithstanding anything contained herein, the Declarant has the right to use any Units owned by it for models and for sales and administrative offices.

**Section 2: Residential Use.** Each Unit is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Notwithstanding the foregoing, a Unit may be rented for residential purposes by the Owner thereof under a lease for a term of at least one (1) month.

**Section 3: Use of Common Elements.** The Common Elements may be used by all Unit Owners and/or tenants, their families, guests and invitees, subject to the Code of Regulations and such rules and regulations as may be established by the Council.

**Section 4: Use of CSA Areas.** Each Unit Owner shall, by virtue of his holding title to a Unit, become a member of the CSA, which membership shall run with title to the unit and may not be separated therefrom. Each Unit Owner, by virtue of his membership in the CSA, shall be bound by the Declaration of Covenants, Conditions and Restrictions applicable to Properties owned or managed by the CSA and by the Articles of Incorporation and By-Laws of the CSA and all rules and regulations promulgated in accordance with the aforementioned documents, as they may be amended from time to time. Such CSA membership shall entitle the Unit Owner to use the CSA Areas in accordance with the CSA's rules and restrictions; provided, however, that under no circumstances shall any Unit Owner's right of ingress or egress to Boyce Road or other public roads over lands owned by the Declarant or the CSA be impaired by the CSA's rules and restrictions or otherwise.

## **ARTICLE V** **Expenses**

**Section 1: Condominium Expenses.** The Declarant, for each Unit owned, hereby covenants, and each subsequent Unit Owner, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Council or its designee, as representatives of Hunting Ridge No. 1, such assessments and/or charges as may be levied by the Council to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing Hunting Ridge No. 1, as a condominium. Such assessments and/or charges shall run with the land and shall be a continuing lien upon the Unit or Units against which such assessments and/or charges were made. Such assessments and/or charges may be enforced in any court of law or equity having jurisdiction thereof, as provided by the Act. The lien of the assessments and/or charges provided for herein shall be subordinate to the lien of any first mortgage.



**Section 2: CSA Expenses.** The Declarant, for each Unit owned, hereby covenants, and each subsequent Unit Owner, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the CSA or its designee, such assessments and/or charges as may be levied by the CSA to cover the reasonable share of the expenses incurred in maintaining, improving and managing the CSA. Such assessment and/or charges shall run with the land and shall be a continuing lien upon the Unit or Units against which such assessments and/or charges were made. Such assessments and/or charges may be enforced in any court of law or equity having jurisdiction thereof, as provided by the Act. The lien of the assessments and/or charges provided for herein shall be subordinate to the lien of any first mortgage.

**ARTICLE VI**  
**Encroachments**

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

**ARTICLE VII**  
**Easements**

**Section 1: Unit Owner and Council.** Each Unit Owner shall have an easement in common with all other Unit Owners to use and repair, as necessary, all pipes, wires, ducts, cables, conduits, chimneys, air conditioners, public utility lines and other elements located in or belonging to each Unit or forming part of the Common Elements or physically located on the Common Elements pursuant to the original construction or by permission of the Council. Air conditioner condensers found on the Common Elements are the personal property of the Owner of the Unit to which the respective condensers relate. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from and over such other Units as may be necessary for the continuance and maintenance of structural common Elements. The Council shall have the right to reasonable access to each Unit to inspect the same, to remove violations therefrom and shall have the obligation to maintain, repair or replace the elements necessary for the preservation of the facilities which are the objects of the aforesaid easements, and the elements common to it and other Units or Common Elements contained therein or elsewhere in the Building, and to maintain, repair and replace such other equipment or elements as may be the responsibility of Hunting Ridge No. 1 under the Code of Regulations or by contract, including heating and air conditioning fixtures located in or belonging to the Units or in or on the Common Elements.

All repair work contemplated by this article shall be performed solely through the Council; provided, however, that nothing contained herein shall be construed to prevent the levying of an assessment and/or charge on one or more Unit Owners for work performed pursuant to the easements granted herein. Such assessments and /or charges shall be made at the discretion of the Council after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

Section 2: CSA Members. All members of the CSA shall have an easement over or through such of the Common Elements as may be necessary to provide said members with access to and from CSA Areas and/or to and from public streets or ways.

#### ARTICLE VIII Council and Voting

Section 1: First Council Members. The names of the first members of Council are: Donald A. Thorson, Thomas A. Prince, Richard Morris, Dale E. Williams and Frederick J. Rerko. They shall serve until their successors have been elected at the first annual meeting of the Unit Owners, held pursuant to the Code of Regulations and after Deeds have been recorded conveying 90% of the Units to Owners other than Declarant, or until, December 31, 1975, which event first occurs. Should any of the members of Council die, resign or otherwise become unwilling or unable to serve as members of Council, the remaining members shall elect a successor or successors to serve for the balance of the term.

Section 2: Voting. Each Unit Owner shall automatically become a member of the condominium association. Upon termination of his ownership of a Unit, his membership shall there upon automatically terminate and transfer and inure to the new Unit Owner succeeding him in interest. At any meeting of Unit Owners, each Unit Owner shall be entitled to the same number of votes as the percentage of ownership in the common Elements assigned to his Unit by this Declaration and any amendments hereto. The first such meeting of Unit Owners shall take place in accordance with Section 1 of this Article and with the provisions of the Code of Regulations.

#### ARTICLE IX Separate Mortgages, Taxes, Utility Charges

Section 1: Mortgages. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with his proportionate share in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property except as provided above.

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

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

ARTICLE X  
Insurance

The Council shall obtain such insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for all or any part of the full replacement cost of the Units and of the Common Elements. The Council shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workman's compensation insurance and such other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, the Council, manager and managing agent against liability in connection with the Common Elements. Except as provided above, the Council may choose whatever for and amounts of insurance it deems advisable, in its name and/or in the name of individual Unit Owners. In connection therewith, the Council or its appointees may obtain one or more policies as agent for any and/or every Unit Owner, which policies may name the Council, the condominium association and/or any mortgagees as named insured as their interests may appear. Each Unit Owner hereby irrevocably appoints the Council as his agent for purposes of obtaining, maintaining and paying for such insurance, at any time and from time to time; and each Unit Owner hereby expressly agrees promptly to pay or reimburse whatever additional premiums are due and owing as a result of the Council's action pursuant to this Article, which premiums may be, in whole or in part, in addition to the common expenses otherwise payable in accordance with this Declaration or the Code of Regulations governing the condominium association, or any amendments to either document. Nothing contained herein shall prejudice the right of any Unit Owner to obtain additional insurance on his own Unit and/or contents at his own expense if and when said Unit Owner shall so desire.

ARTICLE XI  
Maintenance and Alterations

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and of his personal property placed in or on the Common Elements. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the condominium association.

ARTICLE XII  
Repair or Reconstruction

Damage or destruction of the Building shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council for that purpose

and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in proportion to the respective undivided ownership of the Common Elements; provided however, that if there is substantially total destruction of the Building or if seventy-five percent (75%) of the Unit Owners directly affected thereby duly resolve not to proceed with repair or restoration, then in that event, the salvage value of the Building shall be subject to partition at the suit of any Unit Owner directly affected thereby. In the event of a partition, the net proceeds of sale, together with the net proceeds of insurance policies held by the Council, shall be considered one fund and shall be divided among all the Unit Owners directly affected in proportion to their respective undivided ownership of the Common Elements.

### ARTICLE XIII

#### Units Subject to Declaration, Code of Regulations, Rules and Regulations

All present and future Unit Owners, tenants, mortgagees and occupants of units, shall be subject to and shall comply with the provisions of this Declaration and the Code of Regulations attached hereto as they may be amended from time to time. The aforementioned shall also be subject to and shall comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-Laws and the Articles of Incorporation of the CSA, as they be amended from time to time. All duly promulgated rules and regulations both of Hunting Ridge No. 1 and the CSA shall also be fully binding. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of a Unit shall constitute agreement that the afore described instruments are accepted and ratified by each such Unit Owner, tenant, occupant or mortgagee; and that all such provisions of the afore described instruments shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were ratified and stipulated at length in each and every deed or conveyance or lease thereof. Nothing contained herein shall be construed to obligate the Declarant to submit additional properties to a Declaration of Condominium nor to the Declaration of Covenants, Conditions and Restrictions filed or to be filed for the development known as Hunting Ridge.

### ARTICLE XIV

#### Amendment

While the Declarant owns at least fifty percent (50%) of the Units, this Declaration may be amended by majority vote of the Unit Owners, subject to the restrictions of the Act. Thereafter, this Declaration may be amended, subject to the restrictions of the Act, by the vote of ninety percent (90%) of the Unit Owners. No amendment shall be effective until properly recorded.

**ARTICLE XV**  
**Removal**

The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all Unit Owners, holders of all mortgages, judgments or other liens affecting the Units. Once the property has been removed, the former Unit Owners shall become tenants in common of the Property as provided by the Act. Such removal shall not affect membership in the CSA or obligations arising therefrom.

**ARTICLE XVI**  
**Interpretation**

Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the Code of Regulations or the Rules and Regulations of the condominium association shall be determined by the Council, whose determination shall be final and binding on all Unit Owners. Likewise, similar disputes, disagreements or interpretations of the Declaration, By-Laws and/or Rules and Regulations of the CSA shall be finally determined by the CSA's Board of Directors.

**ARTICLE XVII**  
**Severability**

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

**ARTICLE XVIII**  
**Captions**

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

**ARTICLE XIX**  
**Conflicts**

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

IN WITNESS WHEREOF, the Declarant has hereunto caused these presents to be executed and its seal to be hereunto affixed at Pittsburgh, Pennsylvania, this 21<sup>st</sup> day of June, 1974.

WITNESS:

RYAN HOMES, INC.

/s/ Thomas A Prince  
Assistant Secretary

By: /s/ Donald A Thorson  
Vice President

(SEAL)

#### ACKNOWLEDGEMENT

Before me, the undersigned authority, personally appeared, Donald A. Thorson and Thomas A Prince, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively of Ryan Homes, Inc., a Pennsylvania corporation, and that they, being authorized to do so, executed the foregoing Declaration of Condominium for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 21<sup>st</sup> day of June, 1974.

/s/ Edna M. Morrow  
Notary Public

EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>PERCENTAGE INTEREST</u>
A-11	4.166%
A-12	4.166%
A-13	4.166%
A-14	4.166%
B-11	4.166%
B-12	4.166%
B-13	4.166%
B-14	4.166%
A-21	4.166%
A-22	4.166%
A-23	4.166%
A-24	4.166%
B-21	4.166%
B-22	4.166%
B-23	4.166%
B-24	4.166%
A-31	4.166%
A-32	4.166%
A-33	4.166%
A-34	4.166%
B-31	4.166%
B-32	4.166%
B-33	4.166%
B-34	4.166%
Total	24 Units
	100.00%

