

DECLARATION OF CONDOMINIUM

(Act of July 3, 1963, P.L. 196)

1. Submission of Property.

The undersigned, Dominic C. Abbott, of Fox Chapel Borough, Allegheny County, Pennsylvania ("Declarant") hereby submits the land described in Exhibit A attached hereto, together with the buildings and improvements now located thereon, owned by the Declarant in fee simple absolute ("Property") to the provisions of the "Unit Property Act" ("Act") of the Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. 196, 68 P.S. 700.101 et seq.)

2. General Description of Property.

The land has an area of approximately 7.7645 acres and is located in Harmar Township, Allegheny County, Pennsylvania. The Declarant has constructed thereon five (5) buildings, as shown on Declaration Plan hereto attached and marked Exhibit B. Those buildings contain forty (40) town-houses (attached single family dwellings) also as shown on the Declaration Plan Exhibit B.

3. Name.

The name by which the property will be known is HIGHLAND WOODS.

The name under which the business operation and affairs of the property and the Unit Owners shall be conducted is HIGHLAND WOODS UNIT OWNERS ASSOCIATION, a collectivity of Unit Owners under the Pennsylvania Unit Property Act.

4. Declaration Plan.

The property consists of Units and Common Elements shown on the attached Exhibit 3 which is a Declaration Plan verified by Robert T. Stevens, a Registered Architect, in accordance with the provisions of Section 402 of the Act. Each Unit is identified on the Declaration Plan by the Unit

designation assigned to each Unit in Section 6 hereof and the Declaration Plan is to be recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, concurrently with the recordation of this Declaration and of the Code of Regulations referred to below.

5. Description of Units and Common Elements.

The property is to consist of forty (40) townhouse units and the Common Elements as shown on the Declaration Plan which shows the property, the location of buildings thereon, together with the unit numbers for each townhouse, the Common Elements and sets forth the name HIGHLAND WOODS.

a. Dwelling Units.

Each townhouse is intended for independent use and consists of the following portions of the Building: (i) the interior portion enclosed within walls, ceilings and floors, including all interior walls, ceilings and floors (i.e., all dry walls, plaster and lath, tile and other wall and ceiling covering and all floor covering), and such space underlying the same as is necessary for the use and enjoyment of each Unit for residential purposes, but excluding all pipes, ducts, wires, cables, conduits or other Common Elements contained within such walls, ceilings and floors, (ii) all doors, windows, grills and vents in such walls, ceilings and floors, including but not limited to latches, hinges, locks, frames and other portions of such doors, windows, grills and vents, and (iii) all furnaces, ranges, water heaters, air conditioners, including roof mounted condenser units, and related controls, ranges, dishwashers, disposals, sinks, tubs, showers, water closets, cabinets, light fixtures, electrical switches and outlets, floor covering, wall covering, mouldings, baseboards and shades. Each Unit includes a proportionate undivided interest in Common Elements as set forth in paragraph 6 hereof.

b. Common Elements.

The Common Elements consists of the entire property other than those portions of buildings which are included within the Units, as set forth above, includes without limitation the following (i) the land, including the land on which the individual townhouse units are erected, (ii) all

exterior walls of the buildings, (iii) all walkways, yards, gardens, parking and driveway areas, (iv) all space devoted to the use of the manager and other persons employed in connection with the operation and maintenance of the property, (v) all central and appurtenant installations for services, such as television, power, light, telephone, electric, water, (including all pipes, ducts, cables and conduits used in connection therewith, whether located in common areas or in Units) and all laundry rooms and mechanical equipment spaces, (vi) all sewer pipes and the sewage pumping station, (vii) all lawns and patios or terraces, provided, however, that each Unit owner whose Unit has sole access to a lawn, terrace or patio may be granted an exclusive easement for the use of the same by the Unit Owners Association, (viii) the recreation area, including swimming pool and tennis court, any structures to be erected on the recreation area, and other amenities which may subsequently be constructed by the Unit Owners Association.

Declarant hereby reserves for himself, his heirs or assigns, a right of way for ingress and egress over all roads, walks, driveways and parking areas in Highland Woods, including the right to pave additional driveways, to install additional utilities in existing utility rights of way and to tap in to existing water lines, storm and sanitary sewers and other utilities without tapping in or other charges. Said reservations to be used by the Declarant, his heirs or assigns for abutting property or any part thereof presently owned or hereafter acquired by Declarant. Declarant also reserves the right for himself, his heirs or assigns, to add additional units which will share with Highland Woods, the tennis court, swimming pool and playground in Highland Woods. In this event, the maximum number of units which will share in the use of the pool, tennis court and playground is forty (40) additional units. An easement is hereby granted to the residents of these units on abutting property, for ingress and egress

from and to the tennis court, swimming pool and playground. The maintenance and use of these Common Elements will be the joint responsibility of Highland Woods Unit Owners Association and the additional units and will be shared pro-rata based upon the number of units which have the benefit of the same, subject to the above set forth maximum of forty (40) additional units, (ix) all other parts of the property and all apparatus and installations existing on the property for common use or necessary or convenient to the existence, maintenance or safety of the property, (x) until such time as Rivermont Drive and North Rivermont Court and the sanitary sewage collection system and pumping station have been accepted for maintenance by the Township of Harmar, or other appropriate municipal authority, they are included as Common Elements. Declarant reserves the right to add additional users to the sanitary sewage system, up to the designed capacity of the pumping station, without tapping in or other charges being imposed upon Declarant, his heirs or assigns.

c. Easements.

Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving that Unit and located in any of the other Units.

Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving such other Units and located in such Unit.

Each Unit shall have an easement to the extent necessary for structural support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other unit. The foregoing easements shall run with the land and inure to the benefit of and be binding upon the Council, each Unit Owner, and each mortgagee, lessee, occupant, or other person having any interest in any Unit or in the Common Elements at the time of reference. The Council shall have the right of access to each Unit as and to the extent set forth in the Code of Regulations.

d. Application of Act, etc.

All present and future owners, lessees, and occupants of Units shall be subject to, and shall comply with the provisions of, the Act, this Declaration, the Declaration Plan, the Code of Regulations and the Rules governing the details of the use of the Property, the Buildings and the use of the Common Elements duly adopted pursuant thereto, as they may be amended from time to time ("Rules"). The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provision of the Act, this Declaration, the Declaration Plan, the Code of Regulations and the Rules, are accepted and ratified by such owner, Lessee, or occupant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

e. Maintenance and Repair of Common Elements.

The maintenance and repair of the Common Elements and the making of additions or improvements thereto shall be carried out as provided by the Code of Regulations, established and adopted pursuant to the provisions of Section 302 of the Act and to be recorded, as aforesaid, as the same may be amended from time to time.

6. Proportionate Undivided Interest in the Common Elements Assigned to Each Unit.

<u>Street Address</u>	<u>Unit Designation</u>	<u>Proportionate Undivided Interest in the Common Elements to Unit.</u>
101 Rivermont Court	101	2.879%
102 Rivermont Court	102	2.879%
103 Rivermont Court	103	2.879%
104 Rivermont Court	104	2.879%
105 Rivermont Court	105	2.879%
106 Rivermont Court	106	2.879%
107 Rivermont Court	107	2.879%
108 Rivermont Court	108	2.879%

(Continued)

<u>Street Address</u>	<u>Unit Designation</u>	<u>Proportionate Undivided Interest in the Common Elements to Unit.</u>
109 Rivermont Court	109	2.879%
110 Rivermont Court	110	2.879%
111 Rivermont Court	111	2.879%
112 Rivermont Court	112	2.879%
113 Rivermont Court	113	2.879%
114 Rivermont Court	114	2.879%
115 Rivermont Court	115	2.879%
116 Rivermont Court	116	2.879%
117 Rivermont Court	117	2.207%
118 Rivermont Court	118	2.207%
119 Rivermont Court	119	2.207%
120 Rivermont Court	120	2.207%
121 Rivermont Court	121	2.207%
122 Rivermont Court	122	2.207%
123 Rivermont Court	123	2.207%
124 Rivermont Court	124	2.207%
125 Rivermont Court	125	2.287%
126 Rivermont Court	126	2.287%
127 Rivermont Court	127	2.287%
128 Rivermont Court	128	2.287%
129 Rivermont Court	129	2.287%
130 Rivermont Court	130	2.287%
131 Rivermont Court	131	2.287%
132 Rivermont Court	132	2.287%
133 Rivermont Court	133	2.248%
134 Rivermont Court	134	2.248%
135 Rivermont Court	135	2.248%
136 Rivermont Court	136	2.248%
137 Rivermont Court	137	2.248%
138 Rivermont Court	138	2.248%
139 Rivermont Court	139	2.248%
140 Rivermont Court	140	2.248%

The aforesaid undivided interests, as the same may from time to time be amended, are referred to in this Declaration and in the Code of Regulations as the "Proportionate Interests."

The Proportionate Interests in the Common Elements may be altered by the recording of an amendment hereto duly executed by all Unit Owners affected thereby.

The Common Profits and Common Expenses shall be distributed among and shall be charged to the Unit Owners in accordance with the provisions of the Code of Regulations. Each Unit Owner shall be entitled to the same number of votes represented by his Unit's Proportionate Interest in the Common Elements, as set forth above.

7. Use of Units.

Each of the Units is intended for independent use and shall be used only as a residence and for purposes incidental to such uses, provided that when the Council (as that term is defined by the Act) shall hold title to a Unit, the Council shall be deemed to be the Unit Owner and shall be entitled to establish permitted uses for such Unit. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, the Buildings and other improvements or impair any easement or appurtenance or other right, without the unanimous consent of the Unit Owners affected thereby. Each Unit Owner may use the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, subject, nevertheless, to the provisions hereof, the Code of Regulations and the Rules.

8. First Members of Council. The first members of Council shall be Dominic C. Abbott, Joseph DeMartino and John W. King . The number and qualifications of members of Council, the duration of term of such members, the method of filling vacancies and the powers and duties of the Council shall be set forth in the Code of Regulations recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

9. Partition of Common Elements.

The Common Elements shall remain undivided and no Unit Owner may exempt himself from liability with respect to Common Expenses by waiver of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise. There shall be no partition or division of any part of the Common Elements or Units through judicial proceedings or otherwise except that a Unit held in joint tenancy or tenancy in common may be the subject of a voluntary or judicial partition.

10. Access to Public Roads.

Under no circumstances shall any Unit Owners' right of ingress or egress, to and from Little Deer Creek Valley Road, or other public roads, over common areas be impaired.

11. Condominium Expenses.

The Declarant, for each Unit, hereby covenants and each subsequent Unit Owner 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 Council, or its designee, such assessment and charges as may be levied by the Council, to cover the reasonable share of common expenses incurred in maintaining, improving and managing Highland Woods, a Condominium. Such assessments and charges shall run with the land and shall be a continuing lien upon the Unit, or Units, against which such assessments and charges were made. Such assessments and charges may be enforced in any Court of law or equity having jurisdiction thereof, as provided by the Act. The lien of the assessment and charges provided for herein shall be subordinate to the lien of any first mortgage.

12. Encroachments.

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



13. Membership in the Association.

Each Unit Owner shall automatically become a member of the Association. Upon termination of his ownership of the Unit, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner who succeeds him in interest. The first members of Council 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 80% of the Units to owners other than the Declarant. or two years from the date of recording of the Declaration, whichever first occurs. Should any of the above named 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 terms. Declarant shall have the right to elect one member of the Council until Declarant has conveyed thirty-eight (38) units.

14. 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.

15. Taxes.

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

16. Utilities.

Each Unit Owner shall pay for his television cable, telephone, electricity, water, sewer, gas or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the common expenses, or in the discretion of Council may be pro-rated over the Units using such services.

17. Insurance.

The Council shall have authority to and shall obtain as a Common Expense insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Units and of the Common Elements. The Council shall have the authority to and shall obtain as a Common Expense comprehensive public liability insurance, in such limits as it shall deem desirable and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, the Council, Manager and managing agent from liability in connection with the Common Elements. Each Unit Owner shall be responsible for his own insurance on the contents of his Unit, the additions and improvements thereto and on all personal property wherever situated.

18. Maintenance and Alterations.

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements to his own Unit. No alterations of any of the Common Elements, or any additions or improvements thereto, or alteration of interior walls, shall be made by any Unit Owner without the prior written approval of the Council.

19. Repair or Reconstruction.

Damage to or destruction of a Building or of one or more of several Buildings which comprise the Property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council, if any, for that purpose, and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in proportion to their respective undivided ownership of the Common Elements; provided, however, that if there is substantially total destruction of one or more of the several Buildings, which comprise the Property, or if seventy-five per cent of the Unit Owners directly affected thereby duly resolve not to proceed with repair or restoration, then, and in that event the salvage of the substantially destroyed Buildings or Build-

ings shall be subject to partition at the suit of any Unit Owner directly affected thereby, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Council, if any, shall be considered as one fund and shall be divided among all the Unit Owners directly affected thereby in proportion to their respective undivided ownership of the Common Elements, after discharging, out of the respective shares of Unit Owners directly affected thereby, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners. Where the damage or destruction involved a Building, or Buildings, but less than all the Buildings on the Property, the salvage value subject to Partition aforesaid shall be confined to the net proceeds of sale of the Building, or Buildings, so damaged or destroyed together with the net proceeds of the insurance policies thereon and shall not include any value for any other portion of the Property or Common Elements which Property and Common Elements shall remain subject to the provisions of this Declaration.

20. 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.

21. 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.

22. Captions.

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

23. 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 hereto has affixed his hand and seal at Pittsburgh, Pennsylvania, this 15th day of September, 1976.

WITNESS

*Robert P. Milligan, Jr.*

DECLARANT

*Dominic C. Abbott* (SEAL)  
DOMINIC C. ABBOTT

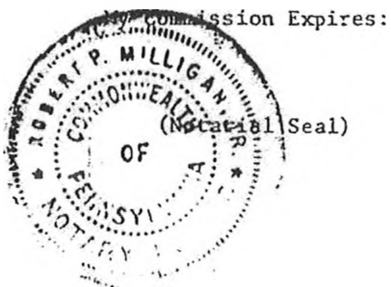
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COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

On this 15<sup>th</sup> day of September, 1976, before me, a Notary Public, the undersigned officer personally appeared DOMINIC C. ABBOTT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

*Robert P. Milligan, Jr.*  
Notary Public



My Commission Expires:  
ROBERT P. MILLIGAN, JR. Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
September 25, 1978

ALL THOSE certain tracts or parcels of land located in Harmar Township, Allegheny County, Pennsylvania, being designated as Parcel "A" consisting of 6.0347 acres and Parcel "B" consisting of 1.7298 acres, both as shown on the Highland Woods Plan, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 97, pages 123 and 124. Said Highland Woods Plan being a revision of the Rivermont Plan as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 87, pages 64 and 65.

HAVING ERECTED THEREON five (5) buildings containing a total of forty (40) Townhouse attached dwelling units, together with a swimming pool, playground and tennis court, paved parking areas and other appurtenances.

EXHIBIT A

RECORDED  
ALLEGHENY COUNTY PA  
SEP 24 1 35 PM '76

RECORDED SEP 24 1976	NUMBER 611194	DECLARATION OF CONDOMINIUM RE: HIGHLAND WOODS	PAGE
VOLUME		DOMINIC C. ABBOTT, Declarant	
		4 FEES: <i>20500</i>	
		Mailed to: Mr. Dominic C. Abbott 600 Squaw Run Road Pittsburgh, Pa. 15238	
		PREPARED BY: E. D. HOLLINSHEAD, JR., ESQUIRE HOLLINSHEAD AND MENDELSON ATTORNEYS AT LAW 3010 MELLON BANK BUILDING PITTSBURGH, PENNSYLVANIA 15219	



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : SS.

RECORDED on this 24th day of Sept, A.D., 1976, in the  
Recorder's Office of the said County, in Deed Book Volume 5683, page 983.

Given under my hand and the seal of the said office, the day and  
year aforesaid.

SEP 24 1 37 PM '76  
RECORDED & INDEXED  
ALLEGHENY COUNTY PA

*John J. Ellis*  
Recorder.

(VOL 5683 PAGE 996

*Declarant*

HOLLINSHEAD AND MENDELSON  
ATTORNEYS AT LAW  
3010 MELLON BANK BUILDING  
PITTSBURGH, PENNSYLVANIA 15219