

BY-LAWS FOR
THE 325 SOUTH HIGHLAND AVENUE
CONDOMINIUM UNIT OWNERS' ASSOCIATION

TABLE OF CONTENTS

Section	Pages
1. Definitions.....	1
2. Place of Business; Association Records.....	1
3. Association Meetings.....	1,2,3,4
4. Executive Board and Officers.....	5,6,7,8,9
5. Liability and Indemnification of Executive Board, Officers and Unit Owners....	9,10
6. Fiscal Affairs.....	10,11,12,13
7. Insurance.....	13
8. Severability.....	13
9. Failure to Enforce.....	13
10. Notices.....	13
11. Gender, Plurality and Construction.....	14
12. Amendment.....	14

BY-LAWS FOR THE 325 SOUTH HIGHLAND AVENUE
CONDOMINIUM UNIT OWNERS' ASSOCIATION

These By-Laws are adopted this 14th day of October, 1981
by The 325 South Highland Avenue Unit Owners' Association
(Association).

WITNESSETH:

WHEREAS, NATIONAL BUILDERS AND ACCEPTANCE CORPORATION
(Declarant) has declared certain real property located in the 7th
Ward, City of Pittsburgh, Allegheny County to be a condominium
known as The 325 South Highland Avenue Condominium in accordance
with the provisions of the Act of the General Assembly of
Pennsylvania of July 2, 1980, Act No. 1980-82, The Uniform
Condominium Act (Act); and,

WHEREAS, The Declaration of Condominium For The 325 South
Highland Avenue Condominium (Declaration) provides that as an
incident of the ownership of a unit, all Unit Owners are members
of the Association, an unincorporated association which exists
for the purpose of administering and operating the Condominium
Property which will be governed by the Association's By-Laws.

NOW THEREFORE, the By-laws are:

Section 1. Definitions. The defined terms used in the
Declaration shall have the same meaning in these By-Laws.

Section 2. Place of Business; Association Records. The
Association will maintain a place of business at 325 South
Highland Avenue, Pittsburgh, PA 15206. The Association's finan-
cial and other records will be kept at the place of business
and will be reasonably available to any Unit Owner and his
authorized agents. The records include, without limitation, the
Declarations with all amendments, all rules and regula-
tions adopted by the Association and Association voting lists.

Section 3. Association Meetings.

a. Annual Meeting. The first annual meeting of the
Association will be called within one year of the first
conveyance of a unit by Declarant. Subsequent annual
meetings will be held in the same month of each year as

determined by the Executive Board. At each annual meeting, the Unit Owners will elect members of the Executive Board and may transact such other business as may properly come before the meeting.

b. Special Meetings.

i. The Association President will call a special meeting of the Association if so directed by resolution of the Executive Board or upon request by Unit Owners of not less than fifty percent (50%) of the aggregate votes. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

ii. On or before the earlier of 60 days after conveyance of sixty-seven (67%) of the Units to Unit Owners other than the Declarant at a special meeting of the Association or one (1) year from the date of the first conveyance at the first annual meeting of the Association, the Executive Board members appointed by the Declarant will resign, and all Unit Owners, including the Declarant if the Declarant owns one or more units, shall elect successor members of the Executive Board.

c. Notice of Meetings. The Association Secretary will give notice of each annual and special meeting of the Association to all Unit Owners, not less than ten (10) nor more than sixty (60) days prior to the meeting. The notice must specify the time and place of the meeting, and in the case of each special meeting will include the pur

poses therefor. All notices will be hand delivered or sent by United States mail, postage pre-paid and will state the time and place of the meeting and the items in the agenda.

d. Place of Meeting. Meetings of the Association will be held at 325 South Highland Avenue, Pittsburgh, PA 15206.

e. Voting. The votes of Unit Owners will be equal to the percentage share of common element ownership assigned to each Unit in the Declaration.

f. Multiple Ownership. Where the ownership of a Unit is by more than one party entitled to vote for such Unit, One party will be named in a certificate executed by all of the owners of such Unit and filed with the Association Secretary. In the absence of such certificate, the party entitled to cast the vote of such Unit shall be any party owning such Unit who is present. If more than one party owning such Unit is present, then such vote can be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Any such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the party entitled to cast the vote of such Unit at a meeting of the Association.

g. Declarant. Declarant has the right to cast all the votes appurtenant to such unit or units which Declarant owns.

h. Miscellaneous. No votes appurtenant to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

i. Majority. A "majority" means more than fifty-one percent (51%) of the qualified votes.

j. Quorum. Seventy-five percent (75%) of the votes appurtenant to all Units constitutes a quorum. The vote of a majority at which a quorum is present is required for a decision except where the Act, the Declaration, or these By-Laws, requires a higher percentage. When less than a quorum is present at any meeting, a majority of the parties present in person or by proxy may adjourn the meeting to reconvene at a stated time and place without further notice. At any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

k. Proxies. A vote may be cast in person or by proxy. A proxy may be granted by any Unit Owner to another Unit Owner, a Mortgagee or the Declarant. With the exception of the Declarant, a Unit Owner may hold only one proxy. Proxies shall be executed in writing and are valid only for the particular meeting designated therein; they must be filed with the Association Secretary before the meeting. A proxy will be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. In no event will a proxy be valid for a period in excess of one year. A proxy is void if it is not dated or purports to be revocable without notice.

Section 4. Executive Board and Officers.

a. Number and Qualifications. The business, operation and affairs of the Association will be managed by a 3 member Executive Board consisting of three officers: the Association President, the Association Treasurer and the Association Secretary.

b. Powers and Duties. Subject to the provisions of the Act and the Declaration, the Executive Board has the powers and duties to:

- i. Adopt and amend rules and regulations.
- ii. Adopt and amend budgets, assess and collect Assessments;
- iii. Hire and terminate managing agents and other employees, agents and independent contractors;
- iv. Institute, defend or intervene in litigation or administrative proceedings on matters affecting the Condominium Property;
- v. Make contracts and incur liabilities;
- vi. Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- vii. Cause additional improvements to be made as a part of the Common Elements;
- viii. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
- ix. Grant easements, leases, licenses and concessions through or over the Common Elements.
- x. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements other than Limited Common Elements described in §3202(2) and (4) of the Act (relating to unit boundaries);
- xi. Impose charges for late payment of Assessments

and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws and rules and regulations of the Association;

xii. Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by §3407 of the Act (relating to resale of units) or statements of unpaid Assessments;

xiii. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;

xiv. Exercise any other powers conferred by the Declaration or By-Laws;

xv. Exercise all other powers that may be exercised in this Commonwealth by legal entities of the same type as the Association; and,

xvi. Exercise any other powers necessary and proper for the governance and operation of the Association.

c. First Members. The first members of the Executive Board will be appointed by Declarant.

d. Election and Term.

a. At the annual meeting of the Association, the 3 Executive Board members will be elected for a term of one year. The Board will immediately designate the Association President, Association Treasurer and Association Secretary, respectively.

e. Removal. At any annual or special meeting of the Association, any one or more members of the Executive Board may be removed with or without cause and thereupon may then and there or thereafter be elected to fill the vacancy

thus created.

f. Vacancies. Vacancies in the Executive Board caused by any reason shall be filled by unanimous agreement of the remaining members of the Executive Board at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member whose term he is filling and until his successor is elected.

g. Meetings of the Executive Board. The first meeting of the Executive Board following the first annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Association at the annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by the Association President but at least quarterly. Notice of regular meetings of the Executive Board shall be given to each member of the Executive Board at least ten (10) business days prior to the meeting. Special meetings of the Executive Board may be called by the President on three (3) business days notice to each. Special meetings of the Executive Board may be called by any member of the Executive Board. Any member of the Executive Board may, at any time, waive notice of any meeting of the Executive Board in writing and such waiver shall be deemed equivalent to the giving of the notice. Actual attendance by a member of the Executive Board at any meeting constitutes a waiver of notice of the time and place thereof.

h. Place of Meeting. Meetings of the Executive Board will be held at 325 South Highland Avenue, Pittsburgh, PA 15206.

i. Quorum of the Executive Board. A quorum requires the attendance of all members of the Executive Board. Two votes are required for a decision. When less than a quorum is present, at any meeting, the meeting may be adjourned to a new time. At any such reconvened meeting at which a quorum is present, any business which may have been transacted at the adjourned meeting may be transacted without further notice.

j. Association President. The Association President is the chief executive officer of the Association and shall preside at all Association and Executive Board meetings.

k. Association Treasurer. The Association Treasurer is the chief financial officer of the Association and has charge and custody of the Maintenance Funds of the Association. The Treasurer shall act as the President of the Association when the President is absent or unable to serve. The Treasurer shall keep detailed books and records for the Association including a record of Assessments and Special Assessments and of the payment thereof. The Treasurer shall deposit the Maintenance Funds of the Association in the name of the Association in such depositories as the Executive Board designates, and shall render to the Executive Board on request an accounting of all transactions and of the financial condition of the Association.

l. Association Secretary. The Association Secretary is responsible for giving notices and for keeping the minutes of all meetings of the Association and of the Executive Board. The Secretary shall maintain records containing the calls, notices, waivers of notice and minutes of all meetings of the Association and of the Executive Board,

all proxies, and a voting list and an address list for notices. The Association Secretary is the custodian of the books and records of the Association other than those whose custody is with the Association Treasurer.

m. Compensation. No Executive Board member or Officer will be compensated for acting as such, but may be reimbursed for any out-of-pocket expenses.

n. Execution of Documents. No agreement, deed, lease, check or other document or instrument will be binding upon the Association unless executed on behalf of the Association by the Executive Board and signed by at least two Officers pursuant to an Executive Board resolution.

Section 5. Liability and Indemnification of Executive Board, Officers and Unit Owners.

a. Limit of Liability. The members of the Executive Board and officers of the Association including those selected by the Declarant will not be liable to the Association for any mistake of judgment, negligence or otherwise, except for willful misconduct or bad faith. The members of the Executive Board have no personal liability with respect to any contract made by them on behalf of the Association except as Unit Owners. The liability of any Unit Owner arising out of any contract made by the Executive Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements.

b. Indemnification. The Association and/or the Unit Owners shall indemnify, protect and hold harmless any member of the Executive Board or Officer including those selected by the Declarant, and his personal representative

from and against any and all personal liability, and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities, to which such member of the Executive Board of Officer shall be made a party other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct, gross negligence or bad faith, provided, in the case of any settlement, that the Executive Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law, agreement or vote of Unit Owners or of the Executive Board, or otherwise. The indemnification by the Association or Unit Owners shall be paid by the Association and constitutes a Common Expense.

c. Fidelity Bonds. The Association has the power to obtain fidelity bonds for all Officers, members of the Executive Board and employees of the Association, including without limitation any person handling or responsible for Maintenance Funds.

Section 6. Fiscal Affairs.

a. Fiscal Year. The fiscal year is the calendar year unless changed by the Executive Board.

b. Annual Budget. Not less than forty-five (45) days before the beginning of each fiscal year, the Executive Board will adopt an annual budget for such fiscal year which contains an amount estimated to be necessary to pay all Common Expenses including all costs of operation and maintenance of the Condominium Property and reasonable

amounts for contingencies and replacement reserves. Such budget shall constitute the basis for determining Assessments for Common Expenses.

c. Revisions. The Executive Board may make such revisions to the annual budget as it deems appropriate.

d. Notice of Budgets. A copy of the annual budget will be delivered to each Unit Owner not less than thirty (30) days before the beginning of the fiscal year. A copy of all revisions to the annual budget shall be delivered to each Unit Owner within fifteen (15) days after adoption by the Executive Board. All budgets and revisions shall set forth in reasonably itemized form a breakdown of the Common Expenses of the Association and the Assessment for each Unit Owner.

e. Assessments. Contemporaneous with adoption of the budget, the Executive Board will assess each Unit Owner his share of the Common Expenses which will be equal to the Budget multiplied by the Unit Owner's Percentage Share of Common Elements other than unoccupied units owned by Declarant which will be assessed at one-half (1/2) of such amounts. A Unit Owner's obligation to pay Assessments will not abate due to any interruption in the Unit Owner's occupancy of his Unit or access to the Common Elements.

f. Special Assessments. The Executive Board may, subject to the Act or the Declaration, at any time levy a Special Assessment for extraordinary expenditures. The Executive Board shall give each Unit Owner notice of such Special Assessment with the amount and reasons therefor. Such Special Assessment will be, unless otherwise specified in the notice, become payable with the next monthly installment which is due more than ten (10) days after delivery of the notice of Special Assessment.

g. Personal Liability. All sums duly assessed or fines and charges imposed against any Unit or Unit Owner constitute a personal liability of the Owner of the Unit so assessed or charged.

h. Interest. Any Assessment or installment thereof

not paid when due shall bear interest at the rate of twelve percent (12%) per annum.

i. Lien for Assessments. In accordance with §3315 of the Act, the Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due with appropriate interest. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an Assessment is payable in installments, the full amount of the Assessment becomes effective as a lien from the time the first installment is due.

j. Collection of Delinquent Assessments. The Executive Board shall take prompt action to collect Assessments which remain unpaid after thirty (30) days from the date on which such Assessment or installment is due. Any such delinquent Assessment with accrued interest may be enforced by suit by the Executive Board acting on behalf of the Association. The delinquent Unit Owner and others liable for payment of Assessments must pay and the Executive Board is entitled to collect the amount of the Assessment with interest and all expenses, including reasonable attorney's fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, and any amounts paid for taxes or on account of superior liens or otherwise to protect the Association's lien against the Unit, which interest and expenses are deemed to constitute part of the delinquent Assessment and are collectible as such.

k. Statements of Unpaid Assessments. The Executive Board shall furnish to a Unit Owner upon written request a recordable statement setting forth the amount of unpaid Assessments currently chargeable against his Unit. The state

ment shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

l. Power to Bid. The Executive Board, acting on behalf of the Association has the power to bid for a Unit sold at foreclosure or judicial sale and to acquire and hold, lease, mortgage and convey it.

m. Commencement of Monthly Assessments: Due Dates. The monthly assessments commence on the first day of the month following the conveyance of the first Unit by Declarant and will be adjusted according to the number of months remaining in the fiscal year.

Section 7. Insurance. In accordance with §3312 of the Act; the Association will maintain a master policy of insurance for the Condominium Property. This policy will cover standard multi-perils and public liability. Unit Owners are responsible for obtaining, at their own expense, a Condominium Owner's Insurance Policy or its equivalent to insure against loss or damage to the Unit Owner's interests in the contents of his unit, which policy must be underwritten by the carrier of the master policy or must provide that it is without the right of contribution against the carrier of the master policy. Unit Owners will provide the Association with copies of such policies and related binders.

Section 8. 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 these By-Laws; the terms hereof are severable.

Section 9. 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 10. Notices. Any notice required to be given by these By-Laws, may be made by ordinary mail to the Unit or other address provided by the Unit Owner to the Association Secretary.

Section 11. 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.

Section 12. Amendment. These By-Laws can be amended by a vote of no less than seventy-five percent (75%) of the aggregate Association votes.

ATTEST:

[Signature]

NATIONAL BUILDERS AND ACCEPTANCE CORPORATION

By: *[Signature]*
Marc Scoratow, President

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 By-Laws.

Mary Jean Ferkovich
Notary Public

Mary Jean Ferkovich, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 25, 1984
Member, Pennsylvania Association of Notaries



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

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 14th 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 recording 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. Schinhofen, 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.

1. 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 deposition 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 Scorałow
Marc Scorałow, 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	<u>1.675</u>
	100.00

EXHIBIT B

NO. 0444 - 2007

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 Joann Festerish
Notary Public
Mary Joann Festerish, Notary
Pittsburgh, Allegheny County
My Commission Expires Oct. 2, 1982
Member, Pennsylvania Association of Notaries

