

**CODE OF REGULATIONS**

**FOR**

**HUNTING RIDGE, NO. 1, A CONDOMINIUM**

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%

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CODE OF REGULATIONS  
FOR  
HUNTING RIDGE, NO. 1, A CONDOMINIUM

ARTICLE I

Name and Location

The name of this condominium association is: Hunting Ridge, No. 1, a Condominium (hereinafter called "HR-1"). Its principal office is located in South Fayette Township, Pennsylvania.

ARTICLE II

Definitions

Unless the context clearly indicates otherwise, the words and phrases used in this Code of Regulations have the same meaning as the identical words and phrases have in the Declaration of Condominium, recorded with respect to the Property known as Hunting Ridge, No. 1.

ARTICLE III

Purpose

The purpose of HR-1 is to act on behalf of its members as their governing body with respect to the administration, maintenance, repair and replacement of certain Property which has been submitted to the provisions of the Pennsylvania Unit Property Act (68 P.S. Sec. 700.101 et seq.) as it may be from time to time amended (hereinafter called the "Act"). HR-1 is to be operated on a non-profit basis. HR-1 is also to act on behalf of its members as a liason with Hunting Ridge Community Services Association, Inc. (hereinafter called the "CSA"), a non-profit corporation established to perform similar administrative, maintenance, repair and replacement functions in connection with the Lots in the development project known as Hunting Ridge. Members of HR-1 are also automatically members of the CSA.

ARTICLE IV

Identification of the Property

The property involved herewith has been appropriately submitted to the provisions of the Act by the recording of a Declaration of Condominium and a Declaration Plan in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania. The property is described on Sheet No. 1 of the Declaration Plan and is also legally described in Exhibit "A", attached hereto and incorporated herein by reference.

## ARTICLE V

### Membership

Section 1. The members shall consist of all of the Unit Owners of the Property in accordance with the respective percentages of ownership of the said Unit Owners in the Common Elements of the Property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration.

Section 2. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer, or other disposition of his ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. HR-1 may, but shall not be required to, issue certificates or other evidence of membership therein.

## ARTICLE VI

### Meetings

Section 1. Meetings of the membership shall be held at the Property or at such other place in Allegheny County, Pennsylvania, as may be specified in the Notice of Meeting.

Section 2. One year after deeds of conveyance representing 90% or more in common ownership shall have been recorded or on December 31, 1975, whichever first occurs, the Declarant shall notify all Unit Owners thereof, and the first annual meeting of the Unit Owners shall be held within 30 days thereafter on call of the Council. Thereafter, an annual meeting of the members shall be held on the second Monday of the month of January, and in each subsequent year on that same day. In the event that day is a legal holiday, the meeting shall be held on the first day thereafter which is not a legal holiday. At such meeting there shall be elected by ballot of the members a Council in accordance with the provisions of Article VII of this Code of Regulations. The members shall also transact such other business as may properly come before them.

Section 3. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Council or, after the first annual meeting, upon a petition signed by the owners of fifty (50%) percent of the ownership interest in the Common Elements. 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 unless with the consent of four-fifths (4/5) of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his failure or neglect, then any officer or member, to mail by United States Certified Mail, postage prepaid, (or by hand delivery) a notice of each annual or Special Meeting, stating the purpose, the time and place thereof to each member of record.

**Section 5.** The presence, either in person or by proxy, of the owners of at least thirty (30%) percent of the ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members.

**Section 6.** If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

**Section 7.** The aggregate number of votes for all Unit Owners shall be twenty-four (24) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one (1) person, the voting right for each Unit Owner shall not be divided but shall be exercised only as a Unit. The Declarant, as described in the Declaration, may exercise the voting rights with respect to any Units, title to which is in the Declarant.

Unless by express provision of the Act or of this Code of Regulations or of the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote of those present.

With respect to all elections of Council, each Unit Owner shall not be entitled to cast his votes on a cumulative basis.

**Section 8.** The vote of any corporate, partnership, or trust member may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member as its proxy. An individual member may appoint only his or her spouse or another member as a proxy. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time that proxies are called for.

## **ARTICLE VII**

### **Council**

**Section 1.** The affairs of HR-1 shall be governed by a Council. Until such time as deeds of conveyance have been recorded conveying 90% in the common interest (or on **December 31, 1975**, whichever first occurs) and, thereafter, until their successors have been elected by the Unit Owners, the Council shall consist of those persons named in the Declaration. Thereafter, the council shall be composed of five (5) persons and each Council member shall be a Unit Owner or the spouse of a Unit Owner; or if a Unit Owner shall be a corporation, partnership, or trust, then an officer, partner, or beneficiary of such Unit Owner.

**Section 2.** The Council shall have the powers and duties necessary for the administration of the affairs of HR-1 and shall have all powers and duties referred to in the Declaration, and may do all such acts and things provided by the Act to be done by the Council, or by the Unit Owners collectively, except such acts or things as are by law or this Code of Regulations or by

the Declaration directed to be exercised and done by the members individually. The powers of the Council shall include, but not be limited to the following: (a) to elect the offices of HR-1; (b) to administer the affairs of HR-1 and the Property; (c) to engage the services of a manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent, subject to any such contract previously entered into by the Declarant; (d) to promulgate such rules and regulations concerning the operation and use of the Property or of the Common Elements as may be consistent with the Declaration and this Code of Regulations and to amend the same from time to time; (e) to provide for the maintenance, repair, and replacement of the Common Elements; and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners of their respective shares of the estimated expenses as hereinafter provided.

Section 3. At the first annual meeting of members, the term of office of two (2) Council members shall be fixed for three (3) years; the term of office of two (2) Council members shall be fixed at two (2) years; and the term of office of one (1) Council member shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Council member, his successor shall be elected to serve a term of two (2) years. The Council members, shall hold office until their successors have been elected and qualified. If the number of Council members shall be increased, the terms of such additional Council members shall be fixed so that the terms of at least one-third (1/3) of the persons on the Council shall expire annually.

Section 4. Vacancies of council members caused by any reason, including the failure of a member to continue to meet the qualification of office, shall be filled by the remaining members of Council, until election by the members at the next annual meeting or at a Special Meeting called for such purpose.

Section 5. Annual meetings of the Council shall be held at the call of a majority of the Council members until the first annual meeting or the members and, thereafter, such meeting shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Council may be called by the President or a majority of the Council members on three (3) days notice to each Council member by mail or telegraph. Council may waive notice of a meeting or consent to or take any action without a formal meeting.

Section 6. At all meetings of Council, a majority of the Council members shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

Section 7. Any Council member may be removed from office by the vote of members owning at least three-fourths (3/4) of the ownership interest in the Common Elements.

Council members shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.



Section 8. The Council shall have no authority to approve or authorize any capital expenditure in excess of \$10,000, nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval of a majority of the Unit Owners.

## ARTICLE VIII

### Officers

Section 1. The officers of HR-1 shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Council may deem appropriate, which officers shall be elected at the first meeting of the Council and shall hold office until the next annual meeting of the Council and their successors are elected and qualify.

Section 2. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of Council, either with or without cause, and any vacancy in any office may be filled by the Council at any meeting thereof.

Section 3. Each respective officer of HR-1 shall have such powers and duties as are usually vested in such office of a non-profit association, including but not limited as follows: (a) The President shall be a member of Council and shall be the Chief Executive Officer or HR-1 and shall preside at all meetings of the members and of the Council; (b) The Vice-President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office; (c) The Secretary shall keep minutes of all meetings of the members and of the Council and shall have custody of the seal of HR-1, if any, and have charge of the membership transfer books and such other books, papers, and documents as the Council may prescribe; (d) The Treasurer shall be responsible for HR-1 funds and securities, and for keeping full and accurate accounts of all receipts and disbursements in HR-1 books of account kept for such purpose.

Section 4. The officers shall receive no compensation for their services except as expressly provided by resolution duly adopted by the members.

## ARTICLE IX

### Fiscal Management

Section 1. The fiscal year of HR-1 shall begin on the first day of January each year, except the first fiscal year of HR-1 shall begin at the date of the recording of this code of Regulations. The Commencement date of the fiscal year herein established shall be subject to change by the Council.

Section 2. Books and accounts of HR-1 shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, HR-1 shall furnish the members with a statement of the income and disbursements of the condominium association for such prior fiscal year.

**Section 3.** With respect to each fiscal year, the Council shall estimate the amount required by HR-1 to meet its expenses for such year, including but not limited to the following items: (a) management and administration expenses; (b) the estimated cost of repairs, maintenance, and replacements of Common Elements; (c) the cost of such utilities as may be furnished by HR-1; (d) the amount of such reserves as may be reasonably established by the Council, including general operating reserves, reserves for contingencies, and reserves for replacements; (e) such other expenses of the condominium association as may be approved by the Council including operating deficiencies, if any, for prior periods. Council may designate that a portion of the assessments required for reserves be held as a capital contribution from the members.

The Council shall also estimate the amount of income to be received by HR-1 from the use, operation, or rental of any of the Common Elements, which amount shall be referred to as non-membership income. The differences between the estimated annual expenses of HR-1 and the non-membership income shall be an amount referred to as membership assessments.

Within ninety (90) days from the commencement of each fiscal year, the Council shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, non-membership income, and membership assessments, and copies of such budget shall be furnished to each member.

On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessment. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the Common Elements.

Until the annual budget for a fiscal year is sent to each member of the Council, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

If any member shall fail or refuse to make payment of his proportionate share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such member in the Property. HR-1 and the Council shall have the authority to exercise and enforce any and all rights and remedies provided in the Act, the Declaration, or this Code of Regulations, or are otherwise available at law or in equity for the collection of all unpaid assessments.

**Section 4.** If at any time during the course of any fiscal year the Council shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the council shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and, thereafter, monthly assessments shall be determined and paid on the basis of such revision.

Section 5. Upon the purchase of each Unit from the Declarant, or at any time thereafter, at the request of the Council, each Unit Owner, not including the Declarant, shall deposit with the managing agent or the Property, or as may be otherwise directed by the Council an amount equal to one monthly assessment relating to such owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as a security deposit to be applied, if necessary, to overdue assessments or charges. Unless so applied, the deposit is refundable at the time of the sale of the Unit.

## ARTICLE X

### Use Restrictions

Section 1. Except as hereinabove provided with respect to the uses permitted by the Declarant, no Unit shall be used for any other purpose than as a private dwelling for the member and his immediate family, or by a person and such person's immediate family to whom the member shall have leased his Unit subject to all the provisions of this Code of Regulations and the Declaration. No member nor lessee of any member shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

Anything herein or in the Declaration to the contrary notwithstanding, the Declarant shall have the right to utilize any Units owned by the Declarant as models or general or sales offices for sale and promotion purposes including the sale and promotion of property or projects other than the Property and shall have the right to utilize the Common Elements for such purposes and in such manner as the Declarant may reasonably require.

Section 2. Each member shall maintain his own Unit in good condition, order, and repair at his own expense. No Unit Owner shall display, hang, store or use any signs or articles whatsoever on his balcony or outside his Unit other than such draperies, curtains or shades as may be permitted in accordance with the rules and regulations established by the Council. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside his Unit any canopy, awning, covering, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of Council.

Section 3. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Council. No articles of personal property belonging to any Unit Owners shall be stored in any portion of the Common Elements without the prior written consent of Council.

**Section 4.** No member shall overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Council, any unreasonable disturbance, or make any alterations to or connections with the heating or air-conditioning or plumbing systems without the prior written consent of Council.

**Section 5.** The Council may adopt such rules and regulations concerning use, occupancy or other matter as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

## **ARTICLE XI**

### **Indemnification**

**Section 1.** HR-1 shall reimburse or indemnify each Council member, officer, and employee of HR-1 (and of any other corporation or association which he served at the request of HR-1) for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding (whether brought by or in the name of HR-1 or such other corporation or association or otherwise), civil, criminal, administrative, or investigative (hereinafter called "action"), in which he may become involved as a party or otherwise by reason of his being or having been such Council member, officer, or employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of this Code of Regulations, provided that (a) in respect of any action by or in the right of HR-1 or such other association, such person was not negligent or guilty of misconduct to HR-1 or such other association, and (b) in respect to all other actions such person acted in good faith in what he reasonably believed to be in the best interests of HR-1 or such other corporation or association and, in addition, in any criminal action had not reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of HR-1, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**Section 2.** As used in the Code of Regulations the term "liabilities and expenses" shall include but not be limited to counsel fees and expenses and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by a director, officer, or employee, but shall not include amounts paid to HR-1 itself (or to such other corporation or association) unless approved by a court.

**Section 3.** Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, HR-1 shall reimburse or indemnify him only if it shall be determined that such

person has met the standards set forth in Section 1, either (a) by the Council, acting by a quorum consisting of two or more members of HR-1 other than those involved in the action, or (b) if there are not at least two members then in office other than those involved in the action, by independent legal counsel, who shall deliver to HR-1 their written advice to such effect.

Section 4. Expenses incurred with respect to any action may be advanced by HR-1 prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

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

Section 6. HR-1 shall have the power to purchase and maintain insurance on behalf of any person who is or was a Council member, officer, employee, or agent of HR-1 or is or was serving at the request of HR-1 as a Council member, officer, employee, or agent of another association, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not HR-1 would have the power to indemnify him against such liability under the provisions of his section.

ARTICLE XII

Amendments

This Code of Regulations may be amended or modified at any time, or from time to time, by action or approval of a majority of the Unit Owners; except the regulations affecting the rights or interests of the Declarant shall not be amended or modified without the written consent of the Declarant.

IN WITNESS WHEREOF, we, being all the first members of the Council of Hunting Ridge No. 1, a Condominium, have hereunto set our hands this 21<sup>st</sup> day of June, 1974.

WITNESS:

/s/ Robert P. Lawry  
/s/ Robert P. Lawry  
/s/ Robert P. Lawry  
/s/ Robert P. Lawry  
/s/ Robert P. Lawry

/s/ Donald A. Thorson  
/s/ Thomas A. Prince  
/s/ Richard Morris  
/s/ Dale E. William  
/s/ Frederick J. Rerko

ACKNOWLEDGMENT

Before me, the undersigned authority, personally appeared Donald A. Thorson, Thomas A. Prince, Richard Morris, Dale E. Williams, Frederick J. Rerko who each acknowledged himself to be a first member of the Council of Hunting Ridge No. 1, a Condominium, and that he, being authorized to do so, executed the foregoing Code of Regulations 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 "A"

HUNTING RIDGE NO. 1, A CONDOMINIUM

ALL that certain lot or parcel of ground situate in South Fayette Township, Allegheny County, Pennsylvania being a portion of Lot No. 26 in the Hunting Ridge Phase I Plan of lots as the same is recorded in the Recorder of Deeds Office of Allegheny County in Plan Book Volume 92, Pages 115, 116 and 117:

BEGINNING at a point on the easterly side of Ridge Point Circle at the dividing line of Lot No. 25 and Lot No. 26. Thence by said dividing line N 67°36'30" E a distance of 93.04 feet to a point. Thence passing through Lot No. 26 the following two (2) courses and distances viz:

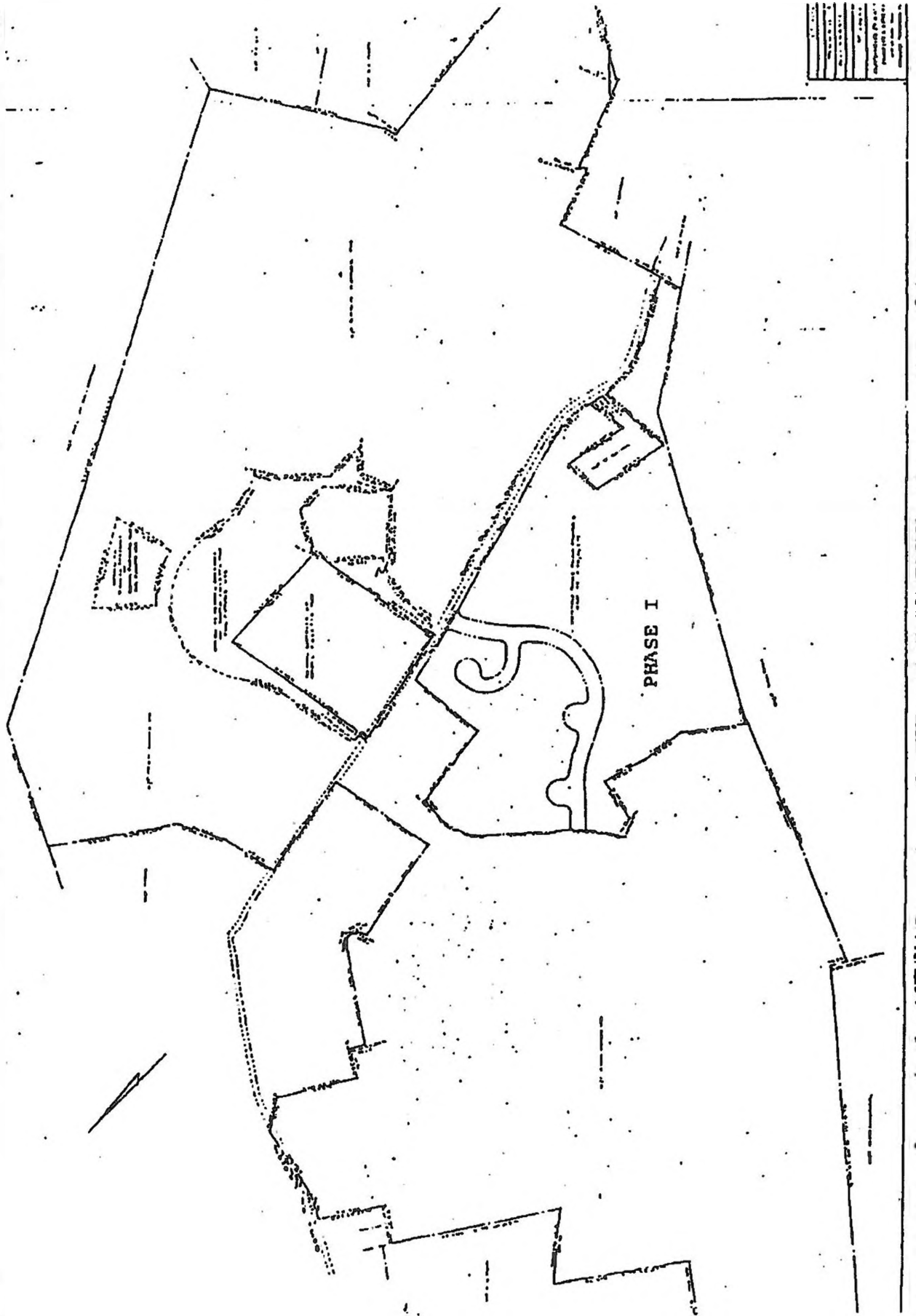
1. S 5°04'40" W a distance of 238.20 feet.
2. N 84°55'56" W a distance of 84.27 feet to a point on the easterly side of Lark Tree Circle.

Thence by the easterly side of Lark Tree Circle the following three (3) courses and distances viz:

1. N 0°15'00" W a distance of 2.55 feet.
2. By a curve to the left having a radius of 160.00 feet an arc distance of 101.93 feet.
3. N 36°45'00" W a distance of 1.18 feet to a point on the southeasterly side of Ridge Point Circle.

Thence by said southeasterly side of Ridge Point Circle by a curve deflecting to the left having a radius of 170.00 feet an arc distance of 110.38 feet to the dividing line of Lot No. 25 and Lot No. 26 said point being the place of beginning.

DATE	NO.	BY	REVISION



PHASE I