

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by the SANDRA CORPORATION, a Pittsburgh Corporation; (hereinafter referred to as the "Developer")

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of certain real estate in the 4<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania legally described as follows:

Lots Nos. 3, 4, 5, and 6 in Purpart No. 1 in the Partition of the Estate of Isabella W.D. Comingo, at No. 4, September Term, 1889, in the Orphans' Court of Allegheny County, Pennsylvania, Orphans' Court Partition Docket 10, page 532, (hereinafter referred to as the "Parcel"); and having erected thereon a 10-story building containing individual residential units, and

WHEREAS, the Developer intends by this Declaration to submit the property (as hereinafter defined) to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania; subject, however, to the mortgage given by the developer to Century Federal Saving and Loan Association of Pittsburgh, in the sum of \$2,825,000.00, dated September 22, 1970 and recorded September 23, 1970.

NOW, THEREFORE, the Developer hereby declares as follows:

1. DEFINITIONS: For the purposes of the within Declaration, the following definitions shall control:

- a) "Act" shall mean the Unit Property Act of the Commonwealth of Pennsylvania;
- b) "Declaration" shall mean the within instrument by which the property, as hereinafter defined, is submitted to the provisions of the Act and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof;
- c) "Parcel" shall mean that real estate hereinabove described in the within instrument which is hereby submitted to the provisions of the Act;
- d) "Property" shall mean all of the land, property, and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights, and appurtenances belonging thereto and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the unit owners submitted to the provisions of the Act (which property is sometimes referred to as the DITHRIDGE HOUSE);
- e) "Unit" shall mean a part of the property including one or more rooms occupying one or more floors, or a part or parts thereof, and designed and intended for independent use a residential apartment for one family;
- f) "Common Elements" shall mean all portions of the property except the units;
- g) "Person" shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property;
- h) "Unit Owner" shall mean the person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a unit;
- i) "Majority" or "Majority of the Unit Owners" shall mean those owners without regard to their number, who own more than 50% in the aggregate of the entire undivided ownership interests in the Common Elements; any specified percentage ...

... of the unit owners shall mean those owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

j) "Plat" shall mean the Declaration Plan showing all units in the property submitted to the provisions of the Act, which Plan is attached hereto as Exhibit A and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this declaration;

k) "Building" shall mean the building constructed by the Developer, located by the Plat;

2. SUBMISSION OF PROPERTY TO THE ACT: The Developer hereby submits the property to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania.

3. UNITS: The legal description of each unit shall consist of the identifying number of symbol of such unit as shown on the Plat. Every deed, lease, mortgage, or other instrument may legally describe a unit by its identifying number on the Plat, and every such description shall be deemed good and sufficient for all purposes as provided in the Act. Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on the Plat. Balconies shall be considered a part of the units to which they are attached.

4. COMMON ELEMENTS: Common Elements shall consist of all of the property except the individual units and shall include the land, corridors, halls, elevators, stairways, entrances and exits, lobby, management office, laundry, garage, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air conditioning, public utility lines, floors and ceilings (other than the interior surfaces thereof), structural parts of the building including structural columns located within the boundaries of a unit, outside walks and driveways, landscaping, and swimming pool.

5. OWNERSHIP OF THE COMMON ELEMENTS: Each unit owner shall be entitled to that percentage of ownership in the Common Elements allocated to the respective unit owned by such unit owner as set forth in the schedule attached hereto as Exhibit B and by reference incorporated herein and made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective units as set forth in Exhibit B shall remain constant unless amended in writing by all of the unit owners.

6. USE OF THE COMMON ELEMENTS: Each unit owner shall have the right to use the common elements in common with all other unit owners, as may be required for the purposes of ingress and egress to and use, occupancy, and enjoyment of the respective unit owned by each unit owner and to the use and enjoyment of the swimming pool and other community facilities. Such rights shall extend to the unit owner and the members of the immediate family and guests and all other authorized occupants and visitors of the unit owner. The use of the Common Elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, and the Code of Regulations and rules and regulations of the Association as hereinafter described. The Association shall have the authority to lease or rent or grant licenses or concessions with respect to the garage, laundry, or other parts of the Common Elements, subject to the provision of this Declaration and the Code of Regulations Association.

7. COMMON EXPENSES: Each unit owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration, and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B. Payment thereof shall be in such amount and at such times as may be provided by the Code of Regulations. In the event of the failure of a unit owner to pay such proportionate share when due, the amount hereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company, or savings and loan association, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the unit, accepts a conveyance of any interest therein (other than a security), or files suit to foreclose its mortgage.

8. ASSOCIATION: Prior to the date of the within instrument and the recording thereof, there has been formed DITHRIDGE HOUSE ASSOCIATION, a non-profit corporation under the Non-profit Corporation Act of the Commonwealth of Pennsylvania, which corporation (hereinafter referred to as the "Association") shall be the governing body for all of the unit owners with respect to the administration, maintenance, repair, and replacement of the property as provided by the Act, this Declaration, and the Code of Regulations. The Board of Directors of the Association shall constitute the Council referred to in the Act. The original Board of Directors shall be comprised of Joseph C. Ross Jr., Peter J. Braun, and Joseph C. Ross Sr., and they shall serve until their successors are elected at the first Annual Meeting of the members, held after Deeds of Conveyance have been recorded, conveying 90% (72 units) in the Common Elements. Should any of the original directors resign from, die or otherwise be unable to serve, the remaining Director or Directors shall elect a Successor or Successors to serve for the balance of his term. A copy of the Code of Regulations of the Association is attached hereto and made a part hereof as Exhibit C and by reference incorporated herein as if fully set forth herein.

Each unit owner shall automatically become and be a member of the Association so long as he continues as a unit owner. Upon the termination of the interest of a unit owner, his membership shall

thereupon automatically terminate and transfer and inure to the new unit owner succeeding to him in interest.

The aggregate number of votes for all members of the Association shall be one Hundred (100), which shall be divided among the members in the same ratio as their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B.

9. **DETERMINATION OF BOARD TO BE BINDING:** Matters of dispute or disagreement between unit owners or with respect to interpretation or application of the provisions—of this Declaration or the Code of Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all unit owners.

10. **GARAGE:** The garage in the building shall be a part of the Common Elements. The Association may prescribe such rules and regulations with respect to the garage as a Board of Directors may deem fit and may either operate the garage itself or lease the garage for operation by others upon such terms as the said Board of Directors may deem fit. Applications for parking spaces by unit owners shall be made to the Association or to such operator as may be indicated by the Association and such application shall be given priority among the unit owners in the order in which the same are received for parking spaces which may be available from time to time. Rentals for such garage spaces shall be established by the Association or by the garage operator, as the case may be, and shall be paid in such manner and at such times as may be directed by the Association. All revenue received by the Association from the said garage less operating expenses thereof, if any, shall be applied in accordance with the Code of Regulations.

11. **STORAGE AREAS:** Storage areas in the building outside of the respective units shall be part of the Common Elements and the use thereof shall be allocated among the unit owners as the Association may be its own rules and regulations prescribe.

12. **SEPARATE MORTGAGES OF UNITS:** Each unit owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership in the Common Elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own unit and his own respective ownership interest in the Common Elements as aforesaid.

13. **SEPARATE REAL ESTATE TAXES:** It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

14. **UTILITIES:** Each unit owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

15. **INSURANCE:** The Board of Directors shall have the authority to and shall obtain 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 Common Elements and the units. Such policies shall include coverage for the payment of common expenses with respect to damaged units during the period of reconstruction thereof and if agreeable to the insurer shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the property in lieu of making a cash settlement therefor, such option shall not be exercisable in the event that the unit owners elect to sell the property or remove it from the provisions of the Act. Such insurance coverage shall be written in the name and the proceeds thereof shall be payable to the Association or the Board of Directors as the Trustees for the unit owners (and their respective mortgagees, if any, as their interests may appear) in the proportion of their respective percentages of ownership interest in the Common Elements as established in the Declaration. When requested by a unit owner, a standard mortgagee endorsement shall be issued to the holder of the first mortgage on such owner's unit. If agreeable to the insurer, such policies shall include provisions that they be without contribution, that improvements to units made by unit owners shall not affect the valuation of the property for purposes of insurance, and that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

Application of the insurance proceeds to reconstruction and disposition of the property where the insurance proceeds are insufficient for reconstruction shall be as provided in the Act. If the amount of the estimated cost of reconstruction and repair of the property is in excess of \$100,000.00 and the insurance proceeds are sufficient for that purpose, then such insurance proceeds shall be paid by the said assured to a bank or trust company (the Insurance Trustee) authorized to do business in Pennsylvania and having a capital of not less than \$5,000,000, and applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the assured from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, sub-contractors, materialmen, architects, or other person who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the several amounts so paid or due, and stating that no part thereof has been made the basis for withdrawal of insurance proceeds in any previous event pending request, or has been paid out of any proceeds of insurance received by the Association, and that the

sum requested does not exceed the value or the services and materials described in the certificate; (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's mechanic's materialmen's, or similar lien upon such work, the Common Elements, or any Individual Apartment, and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

The Board of Directors shall also have the authority to and shall obtain 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, Board of Directors, manager, and managing agent from liability in connection with the Common Elements. Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liabilities of the unit owners collectively to a unit owner individually.

The premiums for all insurance purchased, pursuant to the provisions of this section, shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy. Within ten (10) days after the payment of any such premium, notice of such payment shall be sent to the mortgagee of each unit. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for nonpayment of premiums with ten (10) days' prior written notice to each unit mortgagee.

Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored ...

... elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.

16. **MAINTENANCE, REPAIRS, AND REPLACEMENTS:** Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own unit; provided, however, that such maintenance, repairs, and replacements as may be required for the functioning of the air-conditioning and heating system and the plumbing within the unit, and for the bringing of gas, water, and electricity to the unit, shall be furnished by the Association as part of the common expenses. Maintenance, repairs, and replacements of the refrigerators, ranges, and other kitchen appliances and lighting fixtures and other electrical appliances of any unit owner shall be at the expense of such unit owner. Maintenance, repairs, and replacements, of the Common Elements shall be furnished by the Association as part of the common expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by Building personnel at common expense.

If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the Common Elements or to a unit or units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association. Maintenance, repairs, and replacements to the Common Elements or the units shall be subject to the rules and regulations of the Association.

To the extent that equipment, facilities, and fixtures within any unit or units shall be connected to similar equipment, facilities, or fixtures affecting or serving other units or the Common Elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager and managing agent for the Building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements of any equipment, facilities, or fixtures affecting or serving other units or the Common Elements. Each unit owner shall be responsible for the maintenance, repair, and replacement of all windows of his unit and also the doors leading on to the balconies, adjacent to his unit.

17. **DECORATING:** Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Each unit owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings, which constitute the exterior boundaries of the respective unit owned by such unit owner, and such unit owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and such unit owner shall leave the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the units as above provided), any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair, or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the common expenses.

18. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:** No alterations of any Common Elements, or any additional improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

19. ENCROACHMENTS: If any portions of the Common Elements shall actually encroach upon any unit, or if any unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and units are shown by the surveys comprising the Plan attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective unit owners involved to the extent of such encroachments so long as the same shall exist.

In witness whereof Sandra Corporation has caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 1972.

Attest:

Sandra Corporation

\_\_\_\_\_  
Joseph C. Ross, Sr. Secretary

\_\_\_\_\_  
Joseph C. Ross, Jr. President

DITHRIDGE HOUSE

PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS

| Unit Number | Percentage of Ownership | Unit Number | Percentage of Ownership |
|-------------|-------------------------|-------------|-------------------------|
| 300         | 1.420%                  | 800         | 1.558%                  |
| 301         | 0.993%                  | 801         | 1.131%                  |
| 302         | 1.281%                  | 802         | 1.420%                  |
| 303         | 1.039%                  | 803         | 1.177%                  |
| 304         | 1.131%                  | 804         | 1.270%                  |
| 305         | 1.143%                  | 805         | 1.281%                  |
| 306         | 1.039%                  | 806         | 1.177%                  |
| 307         | 0.958%                  | 807         | 1.097%                  |
| 400         | 1.454%                  | 900         | 1.581%                  |
| 401         | 1.027%                  | 901         | 1.154%                  |
| 402         | 1.316%                  | 902         | 1.443%                  |
| 403         | 1.073%                  | 903         | 1.200%                  |
| 404         | 1.166%                  | 904         | 1.293%                  |
| 405         | 1.177%                  | 905         | 1.304%                  |
| 406         | 1.073%                  | 906         | 1.200%                  |
| 407         | 0.993%                  | 907         | 1.120%                  |
| 500         | 1.477%                  | 1000        | 1.604%                  |
| 501         | 1.050%                  | 1001        | 1.177%                  |
| 502         | 1.339%                  | 1002        | 1.466%                  |
| 503         | 1.097%                  | 1003        | 1.223%                  |
| 504         | 1.189%                  | 1004        | 1.316%                  |
| 505         | 1.200%                  | 1005        | 1.327%                  |
| 506         | 1.096%                  | 1006        | 1.224%                  |
| 507         | 1.016%                  | 1007        | 1.143%                  |
| 600         | 1.512%                  | 1100        | 1.627%                  |
| 601         | 1.085%                  | 1101        | 1.200%                  |
| 602         | 1.373%                  | 1102        | 1.489%                  |
| 603         | 1.131%                  | 1103        | 1.247%                  |
| 604         | 1.224%                  | 1104        | 1.339%                  |
| 605         | 1.235%                  | 1105        | 1.350%                  |
| 606         | 1.131%                  | 1106        | 1.247%                  |
| 607         | 1.050%                  | 1107        | 1.166%                  |
| 700         | 1.535%                  | 1200        | 1.673%                  |
| 701         | 1.108%                  | 1201        | 1.247%                  |
| 702         | 1.397%                  | 1202        | 1.535%                  |
| 703         | 1.154%                  | 1203        | 1.293%                  |
| 704         | 1.247%                  | 1204        | 1.385%                  |
| 705         | 1.258%                  | 1205        | 1.397%                  |
| 706         | 1.154%                  | 1206        | 1.293%                  |
| 707         | 1.073%                  | 1207        | 1.212%                  |