

KENTLEY HOUSE CONDOMINIUM

DECLARATION OF CONDOMINIUM

AS RECORDED
DECEMBER 9, 1974

Recorded in the Recorder of Deeds Office
County of Allegheny, Pennsylvania

DECLARATION OF CONDOMINIUM
FOR KENTLEY HOUSE

ARTICLE I

This Declaration is prepared in accordance with the provisions of the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. No. 196) for the purpose of submitting to the provisions of said Act the property described in Article II below.

ARTICLE II

The description of the land and building involved is as follows:

ALL THOSE CERTAIN LOTS or parcels of ground situated in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of South Negley Avenue distant Southwardly 110 feet from the corner of South Negley Avenue and Howe Street; thence along South Negley Avenue South $21^{\circ} 04'$ East 111.11 feet to a point on the Northwesterly corner of South Negley Avenue and Kentucky Avenue; thence along Kentucky Avenue South $71^{\circ} 01'$ West 151.2 feet to a point on the center line of Myrtle Alley as formerly located and now vacated; thence along the center line of said Alley which line is the Easterly line of property now or formerly of the Ellis School North $21^{\circ} 54\frac{1}{2}$ West 106.56 feet to a point on the Southerly line of property now or formerly of O.B. Wikander; thence by said line North $68^{\circ} 56'$ East 153.11 feet to a point, the place of beginning.

BEING designated as Block 85-A, Lot No. 125 in the Deed Registry Office of Allegheny County.

ALSO

BEGINNING at a point on the Northerly side of Kentucky Avenue, formerly Arabella Street at a point distant 107.35 feet Eastwardly from the Northeast corner of Kentucky Avenue and Ivy Street; thence North $24^{\circ} 51'$ West and by line parallel with Ivy Street along the line of property now or late of Annie E. Suckling and now or late of Charles W. Houston 110 feet to a pin; thence North $65^{\circ} 10'$ East 69.3 feet to a point on the center line of Myrtle Alley as formerly located; thence South $27^{\circ} 45'$ east and along the center line of said Myrtle Alley as formerly located 110.14 feet to the Northerly line of Kentucky Avenue; and thence Southwestwardly by the Northerly line of Kentucky

Avenue 75.22 feet to the place of beginning.

BEING designated as Block 85-A, Lot No. 116 in the Deed Registry Office of Allegheny County.

HAVING erected thereon a building presently known as Kentley House.

ARTICLE III

The name by which the property is known as Kentley House.

ARTICLE IV

Section 1. The property consists of twenty-six (26) apartment units and common elements, as shown in a Declaration Plan prepared by Tasso G. Katselas, Registered Architect, and dated December 9, 1974. The Declaration Plan will be recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, simultaneously with this Declaration, and is incorporated herein by reference.

Section 2. (a) The private elements of each respective unit shall include only the area within the boundary lines as described in paragraph (b) of this Section. Any adjacent or connecting balcony or patio is a common element; provided, however, the owner of the connecting and adjacent apartment shall have an exclusive easement for the private use thereof, and provided further the maintenance thereof shall be borne as provided in the Code of Regulations, Article X.

(b) The boundary lines of such numbered apartment are the interior unfinished surface (not including paint, paper, wax, tile, enamel or other finish) of the ceilings, floors, interior bearing walls and beams and perimeter walls, windows and doors thereof.

(c) The interior partitions or walls within the confines or boundary lines of each numbered apartment are proximately placed in the Declaration Plan referred to in Section 1 above. These interior partitions or walls may, from time to time, be removed or replaced at the discretion of each respective Unit Owner; in the event a Unit Owner does remove or replace any or all interior partitions or walls, no amendment of the Declaration Plan will be necessary or required.

ARTICLE V

Section 1. The common elements consist of:

(a) the land on which the building is located and surrounding land;

(b) The foundations, structural parts, supports, main walls, roofs, basements, walls, corridors, lobbies, stairways and entrances and exits of the building;

(c) The yards, parking areas, garages and driveways;

(d) Portions of the land and building used exclusively for the management, operation or maintenance of the common elements;

(e) Installations of all central service and utilities, including but not limited to all water pipes, electrical wires, general conduits and the like, but exclusive of the outlets thereof into each unit;

(f) All apparatus, equipment and installations existing for common use, including but not limited to elevators, boilers and heaters and other heating apparatus, air-conditioners, water heaters and the like, and the individual blowers within the confines of each apartment;

(g) All other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;

(h) All conduits, wires and utility lines up to the outlets thereof inside the walls of each unit, regardless of location, and all bearing walls, columns, and beams together with all elevator equipment and shafts, water heating equipment, foundations, pipes, ducts, flues, chutes, other appurtenant insulation to the outlets regardless of location, parking stalls, maintenance manager's apartment and storage lockers, if any.

Section 2. The proportionate undivided interest in the common elements are as follows:

<u>UNIT NO.</u>	<u>UNIT SQ. FT.</u>	<u>PERCENTAGE</u>
<u>Ground Floor</u>	1,395	4.6388%
G-1		
<u>First Floor</u>		
101	1,395	4.6388%
102	1,258	4.1832%
103	775	2.5771%
104	785	2.6104%
105	1,256	4.1766%
106	1,256	4.1766%
107A	785	2.6104%
107B	775	2.5771%
108	1,274	4.2349%

<u>UNIT NO.</u>	<u>UNIT SQ. FT.</u>	<u>PERCENTAGE</u>
<u>Second Floor</u>		
201	1,395	4.6388%
202	1,258	4.1832%
203	775	2.5771%
204	785	2.6104%
205	1,256	4.1766%
206	1,256	4.1766%
207	1,560	5.1875%
208	1,274	4.2349%
<u>Third Floor</u>		
301	1,395	4.6388%
302	1,258	4.1832%
303	775	2.5771%
304	785	2.6104%
305	1,256	4.1766%
306	1,256	4.1766%
307	1,560	5.1875%
308	1,274	4.2349%
Totals: 26 Apartments	30,072 sq. ft.	99.9951%

ARTICLE VI

The proportionate undivided interest in the common elements may be altered by the recording of an amendment duly executed by all unit owners affected thereby.

ARTICLE VII

(a) There shall be no use or occupancy of any garage, patio, balcony of the common areas, except by occupants of the unit or their guests. There shall be no obstruction of any part of the common area. Nothing shall be stored, kept, or parked in the common area without the prior consent of the Council;

(b) Nothing will be done or kept in any unit or in the common area which will increase the rate of insurance on the building without the prior written consent of Council. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on the building, or which would be in violation of any governing statutes, ordinances, rules or regulations. No waste shall be permitted in the common area;

(c) No unit owner may permit or suffer anything to be done or kept upon the premises of his apartment or in his usage of the common area which will obstruct or interfere with the rights of the other unit owners or annoy other unit owners by unreasonable noise or otherwise, nor which will be noxious or offensive to the other unit owners. Each unit owner shall comply with all of the requirements for all governmental agencies, federal, state, local and all laws, ordinances, rules and regulations applicable to the apartment.

ARTICLE VIII

The names of the first members of the Council are:

1. Ira. H. Gordon
2. Arch Lhorner
3. Tasso G. Katselas

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 9th day of December, 1974.

KENTLEY HOUSE

BY: _____(SEAL)
Ira H. Gordon

BY: _____(SEAL)
Nanette Gordon

BY: _____(SEAL)
Arch Lhorner

BY: _____(SEAL)
Tasso G. Katselas

BY: _____(SEAL)
Jane B. Katselas

AMENDMENTS TO THE DECLARATION
FOR THE KENTLEY HOUSE CONDOMINIUM ASSOCIATION

These Amendments to the Declaration for the Kentley House Condominium Association (hereinafter called the “Declaration”) are prepared in accordance with the provisions of the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. No. 196) and Article XI, Section 1 of the Code of Regulations Governing the Kentley House, a Nonprofit Corporation Organized Under the Laws of Pennsylvania (hereinafter called the “Code of Regulations”), said Code of Regulations being Exhibit A to the Declaration, recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book 5443, Page 573, et seq.

Article IV, Section 2 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefore the following:

Section 2. Beginning with the year immediately following the adoption of these amendments, the annual meeting of the Unit Owners shall be held at any time during the month of May in each year at a time set by the Council. At such meetings, the Unit Owners shall elect the Council and transact such other business as may come before the meeting.

Article IV, Section 7 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 7. All proxies shall be in writing and shall be filed with the Secretary and by him or her entered of record in the minutes of the meeting. A Unit Owner may appoint any adult person he or she desires as his, her or its proxy.

Article IV, Section 10 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 10. Unit Owners constituting one-third of the voting power in the condominium and entitled to vote at any meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, at least such amount shall not be present or represented at any meeting, the Unit Owners entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement of such meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

Article V, Section 1 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 1. The business and affairs of Kentley House shall be managed by a council composed of five (5) persons, all of whom shall be Unit Owners, or officers or directors of a corporate Unit Owner or partners of any partnership owning units, two (2) of whom shall be the President and Vice-President-Treasurer.

Article V, Section 3 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 3. In all elections of Council members, each unit owner shall have the right, in person or by proxy, to exercise his or her vote. Cumulative voting shall not be allowed.

Article V, Section 8 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 8. The Council may require that officers and employees handling its funds shall furnish fidelity bonds in such amounts as the Council may determine. The premium on such bonds shall be paid by Kentley House.

Article V, Section 11 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 11. Regular meetings of the Council may be held at such time or times and place that shall be determined by a majority of the Council. No notice of regular meetings of the Council need be given.

Article V, Section 17 (g) of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 17.

(g) To make or cause to be made a proposed budget for the ensuing year, a copy of which shall be mailed or personally delivered to each Unit Owner at the address last appearing on the Kentley House Records, as furnished by the Unit Owner, if no address appears, at the owners' Kentley House condominium unit during the first ten days of the month preceding the first month of the Kentley House's fiscal year.

Article VI, Section 1 of the Code of Regulations is hereby amended by striking that section in its entirety and substituting therefor the following:

Section 1. The officers of Kentley House shall be a president, a vice-president-treasurer and a secretary, and such other officers as the Council

may create by resolution from time to time. Any officer may be removed by a majority of the entire Council at any time. All of said officers shall be elected by the Council and each such officer shall hold office until his successor is elected and qualified. No person may be the president or vice-president-treasurer who shall not be a Unit Owner or an officer or director on a corporate Unit Owner, or a partner of any partnership owning a unit.

Article VI, Section 3 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 3. The president and vice-president-treasurer of Council shall be the president and vice-president-treasurer of Kentley House.

Article VI, Section 4 of the Code of Regulations is hereby amended by striking that section in its entirety and substituting therefor the following:

Section 4. The president shall be the chief executive officer of Kentley House. The president shall preside at all meetings of the Unit Owners and of the Council. The president shall have general and active management of the business of Kentley House.

Article VI, Section 7 of the Code of Regulations is hereby amended by striking that section in its entirety and substituting therefor the following:

Section 7. The vice-president-treasurer shall have custody of Kentley House funds and securities and shall cause full and accurate accounts of receipts and disbursements to be kept in the books belonging to Kentley House. He shall deposit all monies and other valuable effects in the name, and to the credit of Kentley House in such depositories as may from time to time be designated by the Council. These duties may be assigned to the managing agent by resolution of Council.

Article VII, Section 3 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 3. The total amount of the charges required for each fiscal year shall be estimated by the Council at least one (1) month prior to the beginning of each fiscal year. Such estimates may include an amount for unanticipated or under-estimated costs, charges and expenses and deficits incurred in any prior year or years, and may further include amounts to be accumulated in any reserve funds for expenditures which may be required un future years other than ordinary maintenance, repairs, costs and expenses. The first such charge may be estimated and made for less than a full year, and in such an event the maintenance charge for such period shall be payable in equal monthly installments for the remainder of such year, beginning on the first day of the month immediately following the determination of such estimate by the Council.

Thereafter, each annual maintenance charge shall be payable in twelve (12) equal monthly installments beginning on the first day of the first month of each fiscal year or payable in any other manner established by the Council, including but not limited to full payment of the annual amount by an individual owner in the event such owner is delinquent in payment of any of the installments as provided by the Council. In the event the Council calls due and accelerates the entire annual payment by an individual owner, such owner shall be entitled to ten days written notice of acceleration during which time such owner may cure any default in payment of assessments which might exist by payment of all amounts due.

The budget shall be sent to Unit Owners during the first ten days of the month preceding the first month of the fiscal year. Such budget shall automatically come into effect unless, within ten days after the budget is mailed

or personally delivered to the Owners, a petition calling for a meeting of all Owners of the condominium for the purpose of adopting a budget and signed by a majority of the Unit Owners of the condominium shall be delivered to a member of the Council. In the event such a petition is presented, the Council shall forthrightly schedule a special meeting making every reasonable effort to schedule this meeting within the month in which the petition is delivered. At least three days prior notice of this meeting shall be given to all record homeowners by personally delivering or mailing, first class postage prepaid, such notice to the address or addresses as any of the owners may have designated or if no other address has been designated, at the address of their respective units. Such notice shall conform in all other respects to a notice for a special meeting provided, however, Article IV, Section 3 and 4 shall otherwise have no applicability to the issue of budget adoption. In the event such a petition is presented, the Council shall forthrightly schedule a special meeting. In the event a meeting is called, the budget distributed to the Unit Owners or any amended budget proposed before or at the meeting called by a majority of the Unit Owners in the condominium, shall be adopted only if approved by a majority of those present at the meeting, a quorum being had.

Until the budget for a succeeding fiscal year is adopted, the budget previously existing shall remain in effect and the charges assessed to the Unit Owners shall be those established in the preceding fiscal year.

After the budget has been approved, the Council shall cause a statement to be sent to each Unit Owner, which statement shall reflect a total amount of the maintenance budget thus approved, the common element percentage obligation therefore attached to each respective unit and the corresponding monthly payments to be made by each unit owner. Each Unit Owner shall then be required to make his respective monthly maintenance payment to the Council or its designee

without further billing or request therefor. Any charge assessed against the unit may be enforced by suit by the Council acting on behalf of the Unit Owners in an action in assumpsit; provided, that each unit filed shall refer to the Unit Property Act, Act of July 3, 1963, P.L. 196, and to the unit against which the assessment is made and the owner thereof and shall be indexed by the Prothonotary as Lis Pendens. Any judgement against a unit and its owner or owners shall be enforceable in the same manner as is otherwise provided by law.

Article VII, Section 5 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting therefor the following:

Section 5. Any surplus funds remaining at the end of the fiscal year may, at the discretion of and at the time determined by the Council, be refunded in whole or in part to the then Unit Owners proportionately according to the common element percentages attaching to each unit, or may be applied in the said proportion as a result to future Maintenance Charges to become payable by each Unit Owner for each dwelling unit or may be deposited to any reserve fund established by Council. In the event that any refunds or credits against future Maintenance Charges are to be made or given, the amount thereof to which any such Unit Owner shall be entitled may be applied toward the payment of any indebtedness of such Unit Owner to Council.

Article IX, Section 1 of the Code of Regulations is hereby amended by striking that Section in its entirety and substituting the following:

Section 1. All bills payable, notes, check or other negotiable instruments and all contracts of Kentley House shall be made in the name of Kentley House, a condominium, and shall be executed by the President or Vice-president-

Treasurer and by the Secretary, unless otherwise authorized by the Council. These duties may be assigned to the managing agent by resolution of Council.

A new Article XVI is hereby added to the Code of Regulations:

ARTICLE XVI

Fiscal Year

The fiscal year of the Kentley House Condominium shall be as provided for by the Council and, if not otherwise provided by the Council, shall be the calendar year.

ARTICLE XVII

Section 1. The Council or its designee is empowered to enter into lease agreements with Unit Owners who wish to lease a garage space. One garage space shall be made available to each Unit Owner who requests one as the space becomes available, provided that present users of garage spaces shall have first priority to retain their present spaces under lease agreements. If any garage spaces remain unallocated after present users have exercised their priorities, they will be made available to Unit Owners not presently using garage spaces on the basis of one garage space for each Unit Owner in the chronological order in which they acquired their units.

Section 2. Upon the leasing of an individual apartment by a Unit Owner, the right to use the garage spaces for his/her personal use shall remain with the Unit Owner but this right shall not be assignable by said Unit Owner to the tenant nor to any other person. If the Unit Owner, during such period of sub-leasing, does not wish the personal use of said garage space, the right to designate another Unit Owner to occupy the garage space shall revert to Council. The designation by Council shall be on the basis of the chronological order of acquiring ownership.

Section 3. If there are vacancies in the garage and no Unit Owner wishes to lease such vacant space from Council, a Tenant leasing an apartment from a Unit Owner may lease such garage space on a month-to-month basis. Such month-to-month lease shall be terminated at the end of any month upon the request of any Unit Owner desiring to lease such garage space.

A Unit Owner whose garage space has been leased by Council to another Unit Owner as provided in Article XVII, Section 2, and who wishes to resume occupancy of said garage space must first give Council at least 30 days prior written notice of intention so to do, said notice become effective as of the end of the month following that in which said notice is given.

Section 4. If a garage space becomes available and there is no Unit Owner on a waiting list waiting to lease such garage space, it shall be permissible for Council to lease such available garage space to a Unit Owner for storage of a second car provided (1) that such lease shall be only on a month-to-month basis and (2) the lease may be terminated at the end of any month upon request of any other Unit Owner not having garage space at that time who makes known to Council or to management that he/she wishes to lease garage space.

IN WITNESS WHEREOF, the undersigned officers of The Kentley House Condominium Association hereby certify that these Amendments were duly adopted in accordance with Section 700.302 of the Unit Property Act and with Article XI, Section 1 of the Code of Regulations by the vote of at least sixty percent (60%) in number of all unit owners at a meeting of unit owners held on May 17, 1979, and that such unit owners approving the Amendments represented a majority of the votes entitled to be cast at that meeting.

This 17th day of May, 1979.

THE KENTLEY HOUSE CONDOMINIUM ASSOCIATION

BY: *Andra Karin*
President

Florence L. Williams
Secretary

AFFIDAVIT

AND NOW TO-WIT, this 17th day of May, 1979, before me, the undersigned authority, personally appeared Sondra Kann and Florence L. Williams known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing Amendment to the Declaration for The Kentley House Condominium Association, and who, being duly sworn according to law, acknowledged themselves to be President and Secretary, respectively, of The Kentley House Condominium Association and that they, as President and Secretary, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such President and Secretary.

IN WITNESS WHEREOF, I have hereunder set my hand and seal.

Linda Lisowski
NOTARY PUBLIC

LINDA LISOWSKI, Notary Public
Pittsburgh, Allegheny County
Commission Expires 12/31/80

