

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made this 21st day of June, 1979, by COTTINGHAM COURT, INC., a Pennsylvania corporation (hereinafter referred to as the "Developer")

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of a certain 8.725 acre parcel of real estate fronting on Babcock Boulevard in the Town of McCandless, County of Allegheny and Commonwealth of Pennsylvania, as more fully described in Schedule A, hereto attached, and

WHEREAS, the Developer intends by this Declaration to submit the property (as hereafter defined) to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania. (Act of July 3, 1963, P.L. No. 196) The submission of the property to the Unit Property Act is subject, however, to a mortgage dated November 14, 1978, in the amount of FIVE HUNDRED FIFTY-FIVE THOUSAND (\$555,000.00) DOLLARS to Parkvale Savings Association and recorded November 14, 1978 in the Recorder's Office of Allegheny County, Pennsylvania in Mortgage Book Volume 6690, Page 417.

NOW, THEREFORE, the Developer hereby declares as follows:

1. DEFINITIONS: For the purpose 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 described in Schedule "A" in 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 buildings 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 "Cottingham Court;"

(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 as a residential unit for one family, and includes a proportionate undivided interest in the common elements, which is assigned thereto by this Declaration or any amendments thereto;

(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 fifty (50%) percent 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 Schedule B and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this declaration; and

(k) "Buildings" shall mean the buildings 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 or 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 or symbol as shown 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.

4. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:

(a) Common Elements shall consist of all of the property except the individual units and shall include the land, roof, pipes, ducts, electrical wiring and conduits, central heating and air-conditioning, public utility lines, floors and ceiling (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 amenities, except the Limited Common Elements;

(b) Limited Common Elements shall consist of any and all balconies, patios, driveways and parking places as are designated as such on the Declaration Plan or Plat. All areas so designated are reserved for the exclusive use of the unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation. Each such common element, however, is subject to and governed by the provisions of the Act, this Declaration and the Code of Regulations and rules and regulations of the Association.

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 Schedule C 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 Schedule C shall remain constant unless altered by the recording of an amendment to this Declaration, duly executed by all unit owners affected thereby.

6. USE OF THE COMMON ELEMENTS AND LIMITED 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 such unit owner and to the use and enjoyment of the amenities and community facilities. Such rights shall extend to the unit owner and members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the Common Elements and Limited 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.

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 and Limited 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 Schedule C. 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. Any special assessments levied against any owner, by proper action of the Judicial Committee of the Association for owner's violation of the rules and regulations of the Association shall, as well, become a lien upon owner's unit as above stated in regard to the common expenses, upon owner's failure to pay said special assessment.

8. ASSOCIATION: Prior to the date of the within instrument and the recording thereof, there has been formed Cottingham Court Condominium Association, Inc., a nonprofit corporation under the Nonprofit Corporation Act of the Commonwealth of Pennsylvania, which corporation (hereinabove and hereinafter referred to as the "Association") shall be the governing body for all 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 composed of Ronald R. Heurich, Rose E. Heurich and Robert W. Beilstein, and they shall serve until their successors are elected at the first Annual Meeting of the Members, held the second Monday in January in the year after Deeds of Conveyance have been recorded conveying ninety (90%) percent in the Common Elements of the condominium contemplated. 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 Schedule D 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 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 Schedule C.

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. 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.

11. 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.

12. 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.

13. **INSURANCE:** The Council 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 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 of, and the proceeds thereof shall be payable to, the Association or the Board of Directors as the Trustee 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 such 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, subcontractors, 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 hereof 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 of 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, materialman's or similar lien upon such work, the Common Elements, or any individual unit, 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 Council 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.

14. 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, 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 water, gas 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 a guest, or other authorized occupant, or visitor of such unit owner, damage shall be caused to the Common Elements or 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 Council, or of the manager or 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, of 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 onto the balconies adjacent to his unit.

15. 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 will 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 each such unit owner shall have 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.

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

17. 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, ~~for the Common Elements and will be deemed by the Association as if they were attached to the unit and shall be deemed~~ 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.

18. USE AND OCCUPANCY RESTRICTIONS: Except as hereinabove provided with respect to the uses permitted by the Developer, no unit shall be used for any other purpose than as a private dwelling for the member and his immediate family,

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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 a 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.

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 Board. No member may paint, decorate or otherwise alter or modify in any way the outside of his unit, or install outside of his unit any canopy, awning, covering, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Council.

Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in the place provided for such purpose in such manner as may be prescribed from time to time in rules and regulations established by the Council.

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 Board, 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 the Council.

19. The property may be removed from the provisions of the Unit Property Act by a revocation expressing the intention to so remove the property previously made subject to the provisions of the Act. No such renovation shall be effective unless the same is executed by all of the unit owners and by the holders of all mortgages, judgments, or other liens affecting the units and is duly recorded.

Effect of Removal. When property subject to the provisions of the Unit Property Act has been removed as provided in (a) of this Article, the former unit owners shall, at the time that such removal becomes effective, become tenants in common of the property. The undivided interest in the property owned in common

which shall appertain to each unit owner at the time of removal shall be the percentage of undivided interest previously owned by such person in the common elements.

IN WITNESS WHEREOF, this Declaration of Condominium Ownership has been executed the day and year first above written.



[Signature]
Secretary

COTTINGHAM COURT, INC.

By: *[Signature]*
President

ALL that certain lot or piece of ground situate in the Town of McCandless (formerly Township of McCandless), being bounded and described as follows:

BEGINNING at a point in the center line of Babcock Boulevard at the dividing line of property now or formerly of H. H. Kummer and the tract herein described; thence by said dividing line N. 02° 36' 50" E. a distance of 85.33 feet to a point; thence N. 27° 29' 24" W. a distance of 133.78 feet to a point; thence N. 62° 35' 00" W. a distance of 42.38 feet to a point at an angle break on the easterly line of Lot No. 21 in the Heather-ton Plan of Lots No. 1 as recorded in Plan Book Volume 82, pages 34 and 35 thence by said easterly line of said Lot No. 21 N. 01° 41' 58" W. a distance of 25.00 feet to a point on the southerly line of Lot No. 22 in said Heather-ton Plan No. 1 as recorded; thence by said southerly line of said Lot No. 22 and the southerly end of Heather Heights Drive N. 74° 32' 49" E. a distance of 180.02 feet to a point on the easterly line of said Heather Heights Drive; thence by the easterly line of Heather Heights Drive N. 15° 27' 11" W. a distance of 3.27 feet to a point on the southerly line of Lot No. 23 in above mentioned plan; thence by said southerly line of Lot No. 23 in said plan N. 74° 32' 49" E. a distance of 130.51 feet to a point at the southwesterly corner of Lot No. 24 in above mentioned plan thence by the southerly line of Lot No. 24 in above mentioned plan S. 80° 45' 14" E. a distance of 108.92 feet to a point; thence through land of Waldman Company, Inc. of which this is a part the following courses and distances: N. 33° 44' 44" E. a distance of 84.47 feet to a point; N. 42° 14' 44" E. a distance of 130.00 feet to a point; N. 14° 44' 44" E. a distance of 130.00 feet to a point; N. 13° 45' 16" W. a distance of 120.00 feet to a point; N. 32° 13' 54" W. a distance of 412.96 feet to a point on the southerly line of Ridgewood Acres Plan as recorded in Plan Book Volume 48, pages 18 and 19; thence by said southerly line of said Ridgewood Plan N. 88° 49' 00" E. a distance of 465.00 feet to a point on the westerly line of the Crestwood Plan; thence by the said westerly line of the Crestwood Plan and property now or formerly of K. E. Noll S. 01° 57' 00" E. a distance of 907.50 feet to a point in the center line of Babcock Boulevard; thence by a line at or near the center line of said Babcock Boulevard N. 88° 54' 50" W. a distance of 202.60 feet to a point; thence continuing along the center line of Babcock Boulevard by the arc of a curve to the left, Radius 800.00 feet Arc, 564.79 feet to a point at the place of beginning.

CONTAINING an area of 380,065.80 Sq. Ft. (8.725 Acres).

BEING part of the same property which Pittsburgh National Bank, Morton M. Aronson, Arnold L. Horelick, and Irving R. Isaacs, Trustees under five (5) Deeds of Trust created by Esther F. Horelick by Deed dated September 5, 1967 and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 4415, page 410, granted and conveyed unto Waldman Company, Inc., a Pennsylvania Corporation.

BEING designated as BLOCK 9927-X, LOT NO. 50253.

SCHEDULE "A"

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<u>Unit No.</u>	<u>Area</u>	<u>% of Total</u>	<u>Unit No.</u>	<u>Area</u>	<u>% of Total</u>
101	1503.48	1.61	506	1366.80	1.46
102	1503.48	1.61	507	1366.80	1.46
103	1366.80	1.46	508	1366.80	1.46
104	1366.80	1.46	601	1366.80	1.46
105	1366.80	1.46	602	1366.80	1.46
106	1366.80	1.46	603	1366.80	1.46
107	1503.48	1.61	604	1366.80	1.46
201	1366.80	1.46	605	1366.80	1.46
202	1230.12	1.32	606	1366.80	1.46
203	1366.80	1.46	701	1503.48	1.61
204	1366.80	1.46	702	1503.48	1.61
205	1366.80	1.46	703	1366.80	1.46
206	1366.80	1.46	704	1366.80	1.46
301	1776.84	1.91	705	1503.48	1.61
302	1776.84	1.91	801	1776.84	1.91
303	1776.84	1.91	802	1640.16	1.77
304	1640.16	1.77	803	1640.16	1.77
305	1708.50	1.83	804	1640.16	1.77
306	1776.84	1.91	805	1776.84	1.91
307	1776.84	1.91	901	1366.80	1.46
308	1776.84	1.91	902	1366.80	1.46
401	1366.80	1.46	903	1366.80	1.46
402	1366.80	1.46	904	1366.80	1.46
403	1366.80	1.46	905	1366.80	1.46
404	1366.80	1.46	906	1366.80	1.46
405	1366.80	1.46	907	1366.80	1.46
406	1366.80	1.46	908	1503.48	1.61
501	1366.80	1.46	1001	1776.48	1.91
502	1366.80	1.46	1002	1366.80	1.46
503	1366.80	1.46	1003	1366.80	1.46
504	1366.80	1.46	1004	1366.80	1.46
505	1366.80	1.46	1005	1366.80	1.46
		Totals	64 units	93420.78 ^中	100%

STATE OF PENNSYLVANIA | S.S.
COUNTY OF ALLEGHENY

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 26th DAY
OF June A.D. 19 79 IN Deed
BOOK VOL. 6125 PAGE 127 WITNESS MY HAND AND SEAL
OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

Henry J. G. G. RECORDER



NO. 6125 ... 440

JUN 26 1979

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DECLARATION OF
CONDOMINIUM OWNERSHIP

COTTINGHAM COURT, INC.,
Developer

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Dated: June 21, 1979

Robert W. Beilstein, Esquire
LAW OFFICES

GOEHRING, RUTTER & BOEHM

324 FRICK BUILDING
PITTSBURGH, PA. 15219