

**Retyped Declaration of Condominium of
Washington Mews Condominium
From Photocopies of the Original Document***

**DECLARATION OF CONDOMINIUM
OF
CONDOMINIUM NO. ONE, INC., A CONDOMINIUM**

AMENDED DECLARATION made this 17th day of June, 1969, by CONDOMINIUM NO. ONE, INC., a Pennsylvania corporation, (“Developer”), for itself, its successors, grantees and assigns, modifying and amending the Declaration previously made by the Developer dated February 7, 1967 and recorded in the Department of Records of the City of Philadelphia, Commonwealth of Pennsylvania in Deed Book C.A.D. 951, page 53 et seq., (“original Declaration”)

WITNESSETH:

This Declaration is filed by the Developer pursuant (i) to the authority contained in the aforesaid original Declaration, to reflect the amended Declaration Plans filed concurrently herewith and certified by the Condominium’s architect as showing, inter alia, the location of the buildings and improvements constructed on the tract in modification of and as an amendment to the certain Declaration Plans attached to and previously recorded with the original Declaration, and (ii) to the provisions of the Agreement of Sale with each Unit owner authorizing the Developer to grant an additional undivided interest in the Common Elements of the Condominium to reflect its reduction in size from 55 to 52 units. As evidenced by their signatures at the foot hereof, the Management Council of the Condominium has consented to the terms and to the filing of this instrument.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The purpose of this Declaration is to submit the property herein described and the improvements constructed thereon to the condominium form of ownership and use in the manner provided by the Unit Property Act of July 3, 1963, P.L. 196 (herein called the “Unit Property Act”).

* Considerable care has been taken to retype this document from photocopies of the original document on file with the City. Due to the poor quality of the photocopies, no representation is made of the accuracy of this document as compared to the original. The original document is recorded in the City of Philadelphia Department of Records at Book D-951, pages 317, et. seq. Obvious typographical errors in the original documents have been corrected in this version. For ease of reference, the uncorrected word appears in italics in brackets following the corrected word.

- a. The name by which this condominium is to be identified is Condominium One, a condominium, (herein called the “Condominium”).
 - b. The property which is hereby submitted to the Condominium form of ownership are all those certain lots or pieces of ground (hereinafter called the “Land”) with the buildings and improvements thereon erected located generally at Eleventh and Lombard Streets, Philadelphia, Pennsylvania and more particularly described in Exhibit “A” attached hereto and made part hereof.
2. DEFINITIONS: The terms used herein and in the Code of Regulations (attached as Exhibit “C”) shall have the meanings stated in the Unit Property Act and as follows:
- a. “Property” will consist of the units and Common Elements shown on the Declaration Plans described in Paragraph 3 hereof, and includes the Land, the buildings, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto, which have been submitted to the provisions of this act. Each unit, together with its proportionate undivided interest in the Common Elements, is for all purposes real property and the ownership of each unit, together with its proportionate undivided interest in the Common Elements, is for all purposes the ownership of real property.
 - b. “Unit” means a part of the property designed or intended for any type of independent use, which as a direct exit to a public street or way, or to a common element or common element leading to a public street or way, or at an easement or right-of-way leading to a public street or way, and includes the proportionate [*proportionate*] undivided interest in the common elements, which is assigned thereto in this Declaration or any amendments thereof..
 - c. “Owner” or “Unit Owner” means the person or persons owning a unit in fee simple.
 - d. “Person” means a natural individual, corporation, partnership, association, trustee or other legal entity.
3. DECLARATION PLANS
- a. The buildings and other improvements of the Condominium have been constructed by the Developer substantially in accordance with the plans therefor prepared by Frank Weiss, A.I.A., which plans are recorded concurrently herewith as Exhibits “B-1”, “B-2”, “B-3”, “B-4”, and “B-5” and are herein referred to as “Declaration Plans”. The Condominium consists generally of a series of attached level and mezzanine buildings in a U-shaped layout, facing respectively Lombard Street, Eleventh Street, and Rodman Street on the outer side and an open area court and walkway on the interior side. The Condominium has fifty-two (52)

units most of which will have either gardens or terraces facing the interior court, and other facilities as shown on the Declaration Plans.

- b. Easements: Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical wires and conduits over, under, along and on the Common Elements, units and the Property. All easements and rights described and mentioned herein are easements appurtenant, running with the land, perpetually in full force and effect and at all times shall inure to the benefit of and be binding on Developer, its successors and assigns, and Council and any Unit owner, purchaser, mortgagee and other person having an interest in said Land or any units or portions thereof.

4. DESCRIPTION OF UNITS, UNIT DESIGNATION.

- a. Each unit is identified on the Declaration Plans by bold type numerical designations (herein referred to as the “Unit Designation”). If the unit consists of more than one level, or if any portion thereof is physically located on more than one level, the Unit Designation will appear on the Declaration Plan for each level of which the unit is a part. Gardens, balconies and/or terraces forming part of a particular unit are also shown by Unit Designation. Provided, that the undivided interest in the Common Elements (as hereinafter defined) or ownership of portions of the Property by tenancy-in-common may be identified by description as hereinafter set forth.
- b. Except for such portion thereof that comprise the Common Elements, the boundaries of the units are as reflected by the heavy solid line on Declaration Plans and shall include all the interior portions of walls and ceilings (including plaster work and/or dry wall) all interior woodwork, all, if any, ranges, sinks, toilets, dishwashers, clothes washers, dryers, air conditioning, heating units and other similar fixtures and all floors and/or ceilings not common to any other unit.
- c. Units may be sold, conveyed, mortgaged, leased or otherwise dealt with in the same manner as like dealings are conducted with respect to real property and interests therein. Every written instrument dealing with a unit shall specifically set forth the name by which the property is identified and the Unit Designation identifying the unit involved.
- d. A general description of comparable units hereafter follows. The more particular descriptions are as reflected by the Declaration Plans, Exhibit “B-1” comprising the “Lower Level”, Exhibit “B-2” comprising the “First Level”, Exhibit “B-3” comprising the “Second Level”, Exhibit “B-4” comprising the “Third Level”, and Exhibit “B-5” comprising the “Mezzanine Level”.

<u>Unit Numbers</u>	<u>General Description</u>
1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 51	Two level units (Lower and First Level) each unit having its own separate garden at the lower level. Separate entrances from the interior court.
2, 4, 6, 8	Three level units (Second, Third and Mezzanine Levels), each unit having its own separate terrace at the Third Level. Entrance from Rodman Street at First Level through separate private entrance and staircase forming part of unit.
10, 12, 14, 16, 18	Three level units (Second, Third and Mezzanine Levels), each unit having its own separate terrace at the Second Level. Entrance from Rodman Street at First Level through private separate entrance and staircase forming part of unit.
20, 22, 24, 52	Two level units (Second and Third Levels) each unit having its own separate terrace at Second Level. Entrance from Rodman Street at First Level through separate private entrance and staircase forming part of unit.
25, 27, 29, 31	Two level units (Lower and First Levels) each unit having its own separate garden on the Lower Level. Separate entrance from the interior court.
28, 30, 32	Three level units (Second, Third and Mezzanine Levels), each unit having its own separate balcony at the Second Level. Entrance from Eleventh Street at First Level through separate private entrance and staircase forming part of unit.
26	Three level unit (Second, Third and Mezzanine Levels), each unit having its own separate balcony at the Second Level. Entrance on Rodman Street at First Level through separate private entrance and staircase forming part of unit.
33, 36, 38	Two level units (Lower and First Level). Separate entrances from Eleventh Street.
41	Two level unit (Lower and First Level). Separate entrance on Lombard Street.
34, 39	One level units (Second Level), Unit 34 having its own balcony. Entrance from interior court through private entrance and staircase constituting a Restricted Common stair forming part of the unit; unit 34 owning with units 35 and 37 therein an undivided one-third interest each as Tenants-in-Common, subject to one-third maintenance cost; unit 39 owning with units 40 and

47, herein an undivided one-third interest each as Tenants-in-Common, subject to a one-third each maintenance cost.

35, 37, 40

Two level units (Third and Mezzanine Levels) each unit having a balcony at the Third Level. Units 35, 37 and 40 enter through private entrances and staircases constituting Restricted Common stair forming part of the unit; units 35 and 37 owning with unit 34 therein an undivided one-third interest each as Tenants-in-Common, subject to one-third maintenance cost; unit 40 owning with units 39 and 47 therein an undivided one-third interest each as Tenants-in-Common subject to a one-third each maintenance cost.

42

Two level unit (Third and Mezzanine Levels) enter through private entrance and staircase constituting a Restricted Common Stair forming part of the unit, unit 42 owning with unit 41 herein an undivided one-half interest each as Tenants-in-Common, subject to a one-half each maintenance cost.

46

Three level unit (Lower, First and Second Levels). Separate entrance from interior court.

47

Three level unit (Lower, First and Second Levels). Entrance from interior court through private entrance constituting a Restricted Common Stair forming part of the unit, unit 47 owning with units 39 and 40, herein an undivided one-third interest each as Tenants-in-Common, subject to a one-third each maintenance cost.

48

One level unit (Lower Level), having its own separate garden at the Lower Level. Entrance from interior court through a private entrance and staircase at the First Level constituting a Restricted Common Stair forming part of the unit, unit 48 owning with units 49 and 50 an undivided one-third interest each as Tenants-in-Common, subject to a one-third each maintenance cost.

49, 50

One level units (Unit 49 on First Level and Unit 50 on Second Level). Unit 50 has its own separate balcony. Entrance for both units through a private entrance and staircase at the First Level constituting a Restricted Common stair together with unit 48 and forming part of the unit, each such unit owning an undivided one-third interest therein as Tenants-in-Common, subject to a one-third maintenance cost.

5. COMMON ELEMENTS, PERCENTAGE INTEREST OF UNIT OWNERS

- a. The Common Elements shall mean and include:
- i. The Land;
 - ii. The foundations, structural parts, supports, main walls and roofs;
 - iii. The yards, court areas and portions of the land and buildings used exclusively for the management, operation or maintenance of the Common Elements;
 - iv. Installations of all central services and utilities;
 - v. All apparatus and installations existing for common use;
 - vi. All other elements of the buildings necessary or convenient to its existence, management, operation, maintenance, and safety or normally in common use.
- b. The percentage of undivided interest in the Common Elements shall be as set forth below, and such percentage shall not be altered except by recording an amended declaration duly executed by all of the unit owners affected thereby.

<u>Unit Designations</u>	<u>Percentage of Undivided Interest (Also Determinative of Voting Rights and Pro Rata Share of Common Expenses)</u>		
	<u>Per Unit</u>	<u># of Units</u>	<u>Total %</u>
43, 44	1.48%	2	2.96%
35, 37, 40, 42	1.57%	4	6.28%
33, 36, 38, 41	1.65%	4	6.60%
25, 27, 29, 31	1.75%	4	7.00%
26, 28, 30, 32, 45	1.76%	5	8.80%
39, 46, 47	1.85%	3	5.55%
34	1.86%	1	1.86%

48, 49, 50	1.90%	3	5.70%
1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 51	2.00%	13	26.00%
2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 52	2.25%	13	29.25%

6. USES OF UNITS, RESTRICTED COMMON STAIR:

- a. Uses: All units shall be utilized for residential purposes only. No signs shall be placed on the exterior of any unit without the prior written consent of Council.
- b. Restricted Common Stair: Certain of the stairways and entranceways to the units, whether or not enclosed, are for the sole and restricted use of the particular unit owners for whom access to such units is furnished by such stairways and/or entranceways, and are referred to herein as “Restricted Common Stair”. Except for the portions thereof that comprise Common Elements (foundations, structural parts, supports, main walls, roof, etc.) these Restricted Common Stairs are owned as tenants-in-common by the unit owners who have such separate and restricted use of same. The Restricted Common Stair, the units and owners thereof and their undivided interest in such Restricted Common Stair are as hereinafter set forth:

<u>Description of Restricted Common Stair</u>	<u>Unit Owners</u>	<u>Undivided Interest</u>
Enclosed Staircase with entranceway off interior court area at First Level, having access to Unit 48 at Lower Level, Unit 49 at First Level and Unit 50 at Second Level.	48, 49, 50	One-Third (1/3)
Enclosed Staircase with entranceway off interior court area at First Level, having access to Unit 34 at Second Level, Unit 35 at Third Level and Unit 37 at Third Level.	34, 35, 37	One-Third (1/3)
Enclosed Staircase with entranceway off interior court area at First Level, having access to Unit 39 at Second Level, Unit 40 at Third Level, and Unit 47 at First Level.	39, 40, 47	One-Third (1/3)
Enclosed Staircase with entranceway off Lombard Street at First Level having access to Unit 42 at Third Level and Unit 41 at First Level.	41, 42	One-Half (1/2)

Provided, that a perpetual and uninterrupted easement exists in favor of the unit owners and applicable utility companies requiring the same of ingress and egress to and from any gas, water or electric meters contained within any of the above Restricted Common Stair.

- c. Maintenance of Restricted Common Stair: The owners of the particular Restricted Common Stair shall in proportion to their interest make all necessary repairs and replacement to the Restricted Common Stair, except for such portions thereof that comprise the Common Elements. When such maintenance is necessary, any owner may demand of the other owners their proportionate share of the cost of such maintenance or repairs. If any such owners fail to make such contribution the other owners may seek their remedies at law or equity, including, but not limited to, an action for partition of the tenancy-in-common.
- d. Each Unit owner shall comply with the Code of Regulations, as the same may be in effect from time to time and the actions of the Council pursuant thereto, applicable to the Unit owned by him and to the Property.

7. GENERAL PROVISIONS:

- a. Utilities: All services furnished by any utility company or the Municipality to any unit owner shall be charged to and paid by the unit owner receiving such services. Separate meters shall be furnished for all units to measure consumption of utility services.
- b. Assessments and Taxes: Each unit and its proportionate undivided interest in the Common Elements as determined by this Declaration and any amendments thereof shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the building or property of which the unit is a part and each Unit owner is charged with the payment of all such taxes, municipal claims and liens assessed, liened or filed against his unit.
- c. No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership as herein provided: Provided, however, that if any Unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of their unit(s).
- d. No Severance of Ownership: No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding undivided interest of ownership in the Common Elements; it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other

instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

- e. Incorporation by Reference: Reference in the respective deeds of conveyance of any unit or in any mortgage or other evidence of obligation secured on any unit to the easements and rights in any part of this Declaration shall be sufficient to create and reserve such easements and rights to the Developer, its successors or assigns and to the respective grantees and mortgages of such units as fully and completely as though such easement and rights were recited fully and set forth in their entirety in such documents.

8. RESTRICTIONS ON TRANSFER OR LEASE OF UNITS:

- a. No Unit owner may effectively dispose of a unit or any interest therein by sale or lease, gift, devise or otherwise except to another Unit owner in the condominium, without approval of the Association (as comprised under the Code of Regulations as set forth in Exhibit "C" hereto), provided that any Unit owner may without regard to the provisions of this Article 8, dispose of a unit by gift, devise or operation of the intestate laws to any member of his immediate family.
- b. A Unit owner intending to make a bona fide sale or lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the Unit owner's option, may include a demand by him that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership.
- c. Within ten (10) days after receipt of the notice described in subparagraph (b) of this paragraph the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by a Council Officer in recordable form, and shall be delivered to the purchaser, lessee, or new owner and shall be recorded in the public records of the county (except that a lease need not be recorded).
- d. If the Association disapproves a proposed sale and if the notice of sale given by the Unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to

the Unit owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the apartment. The price to be paid by such purchaser shall be that stated in the disapproved contract to sell. The purchase price shall be paid in cash, and the sale shall be closed within thirty (30) days after the delivery or mailing of such offer to purchase.

- e. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.
- f. If the Association shall fail to provide a purchaser as required in subparagraph (d) of this paragraph, the notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in subparagraph (c) hereof.

ADDENDUM to Section 8 (added at the Thirty-seventh Annual Meeting (February 15, 2005))

- Unit owners who wish to lease their Unit must request approval in writing from the Council at a minimum of thirty (30) days prior to the proposed lease date (a standardized form has been created for this purpose). The Council will respond with their approval or denial within ten (10) days.
- Owners of rental units will be assessed a non-pro-rated annual fee based on a calendar year, the amount of which to be determined in the annual budget which is ratified by the Unit Owners at the Annual Meeting. This fee will be payable in full within thirty (30) days of the commencement of the lease. Rental fees for subsequent calendar years will be invoiced at the same time as the Annual Assessment of Common Expenses.
- The unit owner must provide their off-site mailing address and telephone numbers (day and evening) along with names and contact information for their tenants within thirty (30) days of the commencement of the lease. This information must be updated as necessary.
- Failure to request approval as outlined above or failure to pay annual rental fee is subject to fines, penalties, and interest.

9. COUNCIL MEMBERS: The names of the first members of the Council are:

Ralph Heller
Richard Dilsheimer
Fred Frankel

IN WITNESS WHEREOF, the said CONDOMINIUM NO. ONE, INC. has caused its corporate seal to be affixed hereunto and has the power to execute this document on behalf of all the unit property owners is confirmed by each unit property owner by the following agreements:

(Unit Numbers, Owner's Names and Dates of Agreement of Sale Omitted)

(Excerpt from Agreement of Sale Omitted)

and has caused its name to be signed to these presents by its proper corporate officers.

ATTEST: CONDOMINIUM NO. ONE, INC.

/s/ Richard Dilsheimer, Secretary

/s/ Ralph Heller, President

The undersigned, comprising all of the members of the Council of this Condominium and intending to be legally bound hereby, consent to the terms and to the filing of this Declaration.

/s/ Ralph Heller

/s/ Richard Dilsheimer

/s/ Fred Frankel

Commonwealth of Pennsylvania)
) SS.
County of Philadelphia)

On this, the 17th day of June, 1969, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Philadelphia, the undersigned officer, personally appeared RALPH HELLER, who acknowledged himself to be the President of CONDOMINIUM NO. ONE, INC., a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Notary Public

**Description of Lands
Under
Declaration of Condominium
Of
Condominium No. One, Inc., A Condominium**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the 5th Ward of the City, described according to a Survey and Plan of Property made for Ralph Heller, by Thomas J. Johnston, Surveyor and Regulator of the 3rd Survey District dated 10/5/1966, as follows, to wit:

BEGINNING at a point of intersection of the Southerly side of Lombard Street (50' wide), and the Westerly side of 11th Street (50' wide), thence extending South, along the Westerly side of 11th Street, 142' to a point being at the intersection of the said Westerly side of 11th Street, with the Northerly side of Rodman Street (36' wide); thence extending West, along the Northerly side of Rodman Street, 258' to a point, thence extending North on a line running parallel with 11th and 12th Streets 64' to a point, thence extending East, 130'8" to a point, thence extending North on a line running parallel with 11th and 12th Streets, 78' to a point on the Southerly side of Lombard Street, thence extending East, along the southerly side of said Lombard Street, 127'4" to a point, being the first mentioned point and piece of beginning.