

DECLARATION OF CONDOMINIUM
OF
1660/1680 MURRAY AVENUE, A CONDOMINIUM

Pursuant to the provisions of the
Pennsylvania Uniform Condominium Act,
68 Pa.C.S.A. § 3101 et. seq.

Dated as of May 22nd, 2001

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DECLARATION OF CONDOMINIUM
OF
1660/1680 MURRAY AVENUE, A CONDOMINIUM

ARTICLE I - SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. 1660 Murray Limited Partnership, a Pennsylvania limited partnership (the "Declarant"), owner in fee simple of the Real Estate described in **Exhibit "A"** attached hereto, located in the 14th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S. § 3101 et seq. (the "Act"), and hereby creates with respect to the Property, "1660/1680 Murray Avenue, A Condominium" (the "Condominium").

Section 1.2 Easements. The Property is so submitted subject to (i) that certain Unified Land Development Agreement (the "Church Agreement") dated as of April 14, 1999 by and between Declarant and The Sixth Presbyterian Church of the City of Pittsburgh, a Pennsylvania nonprofit corporation (the "Church"), recorded in the Office of the Recorder of Deeds for Allegheny County, Pennsylvania (the "Recorder's Office") in Deed Book Volume 10453, Page 1, (2) that certain Easement Agreement (the "Easement Agreement") dated as of December 30, 1999, by and between the Declarant and the Church and recorded on January 13, 2000, in the Recorder's Office in Deed Book Volume 10673, Page 552 (the Church Agreement and the Easement Agreement shall hereinafter be collectively referred to as the "Parking Easement"); (ii) that certain Development Agreement dated as of April 15, 1999 by and between National Council of Jewish Women, a Pennsylvania nonprofit corporation ("NCJW"), Declarant, and The Mosites Company, a Pennsylvania corporation ("Mosites"), as supplemented by that certain Agreement dated February 1, 2000, and recorded on February 14, 2000, in the Recorder's Office in Deed Book Volume 10693, Page 15 (collectively, the "Development Agreement"); and (iii) those other items set forth on **Exhibit "B"** attached hereto.

Section 1.3 Defined Terms.

(a) Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

(b) The following terms are used or defined in general terms in the Act and shall have specific meanings herein, as follows:

(i) "Annual Assessment" means an individual Unit's share of the anticipated Common Expenses for each fiscal year as reflected in the budget (or any revision thereof) adopted by the Association for such year, and collected on a monthly basis.

(ii) "Architect" means Perfido Weiskopf Architects and its successors and assigns.

(iii) "Assessment" means Annual Assessment or Special Assessment, as the case may be.

(iv) "Association" means the Unit Owners' Association of the Condominium, a Pennsylvania nonprofit corporation, and shall be known as the "1660/1680 Murray Avenue Condominium Association."

- (v) “Building” means the Building constructed on the Property.
- (vi) “Bylaws” means the document having that name and providing for the governance of the Association pursuant to Section 3306 of the Act, as such document may be amended from time to time.
- (vii) “Common Elements” is defined in **Article IV**. The term “Common Elements” shall include Limited Common Elements unless otherwise designated and distinguished.
- (viii) “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves.
- (ix) “Condominium Documents” means, collectively, the Public Offering Statement, this Declaration, the Plats and Plans, the Bylaws, the Rules and Regulations, and the Maintenance Manual, as the same may be amended from time to time.
- (x) “Condominium Property” means the Property described in **Section 1.1** above.
- (xi) “Courtyards” means those courtyards appurtenant to some or all of the Units, as shown on the Plats and Plans.
- (xii) “Declarant” means the Declarant described in **Section 1.1** above and all successors to any Special Declarant Rights.
- (xiii) “Declaration” means this document, as the same may be amended from time to time.
- (xiv) “Development Agreement” is defined in **Section 1.2**.
- (xv) “Executive Board” means the Executive Board of the Association and is further defined in the Bylaws.
- (xvi) “General Common Expenses” means Common Expenses excluding Limited Expenses.
- (xvii) “Limited Common Elements” is defined in **Section 4.2** and in the Act.
- (xviii) “Limited Expenses” or “Limited Common Expenses” means those Common Expenses described as such in Section 3314(c) of the Act, as modified by this Declaration, incurred in relation to Limited Common Elements.
- (xix) “Maintenance Manual” means the manual to be prepared and distributed to all Unit Owners and to the Association pursuant to **Article VII** of the Bylaws.
- (xx) “Material Improvements” is defined in **Section 3.3**.

(xxi) "Outdoor Parking Area" means the outdoor area for parking containing a minimum of seven (7) parking spaces as shown on the Plats and Plans, as further defined in **Section 17.4**.

(xxii) "Parking Easement" is defined in **Section 1.2**.

(xxiii) "Parking Garage" means the covered parking garage located in the lowest floors of the Building containing a minimum of forty-one (41) parking spaces as shown by the Plats and Plans, as further defined in **Section 17.4**.

(xxiv) "Parking License" is defined in **Section 17.4**.

(xxv) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in **Exhibit "D"** attached, as the same may be amended from time to time in accordance with this Declaration and the Act.

(xxvi) "Permitted Mortgage Holder(s)" is defined in **Section 8.1**.

(xxvii) "Permitted Mortgages" means a first or second lien mortgage encumbering any Unit and complying with the provisions of **Section 8.1** below.

(xxviii) "Plats and Plans" means the Plats and Plans attached hereto as **Exhibit "C"** and made a part hereof, as the same may be amended from time to time. They are entitled "1660/1680 Murray Avenue Condominium", prepared by the Architect, dated August 30, 1999, last revised _____.

(xxix) "Porches" means those porches appurtenant to some or all of the Units, as shown on the Plats and Plans.

(xxx) "Property" means the Property described in **Section 1.1**.

(xxxi) "Public Offering Statement" means the statement issued by Declarant pursuant to Section 3402 of the Act.

(xxxii) "Rules and Regulations" means the Rules and Regulations as may be adopted and amended from time to time by the Executive Board pursuant to the Act, the Declaration or the Bylaws, including without limitation, those related to the Parking Garage and the Outdoor Parking Area.

(xxxiii) "Size" means the Size of a Unit as defined in **Section 2.1**.

(xxxiv) "Special Assessment" means an individual Unit's share of any assessment made by the Association in addition to the Annual Assessment.

(xxxv) "Unit" means a Unit as described herein and in the Plats and Plans.

(xxxvi) "Unit Owner" means the owner of fee simple legal title to a Unit and not the purchaser of a Unit under an executory contract.

Section 1.4 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and management of the Condominium Property, except to the extent that contrary provisions, not prohibited by the Act, are contained in this Declaration or any other of the Condominium Documents.

ARTICLE II - ALLOCATION OF PERCENTAGE INTERESTS,
VOTES AND COMMON EXPENSE LIABILITIES:
UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Percentage Interests. Attached as **Exhibit "D"** hereto is a list of all Units by their identifying numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the Size of the Unit by the aggregate of the Sizes of all Units. The "Size" of each Unit is the total number of square feet of floor space contained therein, not including appurtenant Porches or Courtyards or Parking Licenses, determined by reference to all dimensions shown on the Plats and Plans. The Percentage Interest shall determine the votes in the Association and the share of Common Expense liability appurtenant to each Unit.

Section 2.2 Unit Boundaries. Each Unit consists of the space within the Upper and Lower (Horizontal) Boundaries and the Vertical Boundaries as set forth below in **Section 2.3** and **Section 2.4**.

Section 2.3 Upper and Lower (Horizontal) Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(a) Upper Boundaries. For the interior portion of all Units, the upper boundary of the Unit shall be the horizontal plane of the bottom surface of the applicable drywall surface of the one hour fire-rated assembly above the Unit. The Unit shall include the thickness of any finishing material, such as drywall, wall board, paint, plaster, ceiling tiles, drop ceilings or similar materials below the drywall;

(b) Lower Boundaries. For the interior portion of all Units, the lower boundary will be the horizontal plane of the top surface of the unfinished homosote. The Unit includes the thickness of any finishing material, such as carpeting, padding, wood, tile, linoleum or other similar flooring.

Section 2.4 Vertical Boundaries.

(a) For the interior portion of all Units, the vertical boundaries shall consist of the following:

(i) The Unit side surface of the drywall attached to the exterior wood frame walls and the Unit side surface of glass, windows, window frames and door frames within the perimeters of the exterior wood frame walls;

(ii) The Unit side surface of the drywall attached to the interior wood frame walls;

(iii) The Unit side surface of the drywall attached to the wood frame dividing wall which divides the Unit from the adjacent corridor and the Unit side surface of the door and door frame providing access to the Unit from the adjacent corridor; and

(iv) The Unit side surface of the drywall attached to the wood frame dividing wall which divides the Unit from an adjacent Unit.

The Unit shall include the thickness of any paint, wallpaper, or similar finishing material attached to the material designating any such vertical boundary.

(b) Unless otherwise designated herein, all portions of the Property located within the Unit boundaries, including (by way of illustration and not limitation) the following, are part of the Unit:

(i) The air space enclosed within the Unit boundaries, except the air space displaced by structural members; by supporting walls; by furred utility shafts or pipes or similar conduits within or passing through each Unit and by other Common Elements within each Unit, such as chutes, flues, ducts, wires, conduits, chases, and pipe runs that serve more than one Unit;

(ii) All partitions and walls which are wholly contained within the Unit boundary lines, including, without limitation, door frames, hardware, electrical outlets and wiring, communication outlets and conduits, and other items and devices in such partitions (except to the extent otherwise expressly provided herein);

(iii) All glass, including the interior and exterior surfaces thereof, including that which is set in sash in the exterior walls of the Units. The outside window sills (except the Unit-side surface of such window sills) are Common Elements;

(iv) All paint, wall covering, ceiling covering, floor covering, drywall, wall board and similar materials and substances inside the Unit;

(v) All plumbing fixtures, and their water and waste connections, which serve only such Unit;

(vi) Bathroom and kitchen exhaust grills and registers which serve only that Unit;

(vii) All items of kitchen equipment, and their water, waste, gas and electrical connections, which serve only the Unit and which are located within the Unit;

(viii) Lighting devices, including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit, provided such lighting devices are themselves located within the boundaries of such Unit;

(ix) Wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical or communication signals (except to the extent otherwise specifically provided herein), which serve only such Unit;

(x) Telephone and television outlets, wires, cables and conduits serving only such Unit, whether or not such telephone outlets, wires, cables and conduits are located entirely within the boundaries of such Unit;

(xi) Refrigerators, ranges, microwave ovens, freezers, dishwashers and other appliances, and the portions of their water, waste, gas, electrical and exhaust connections which serve only such Unit and which are not located within any exterior wall, or interior wall or partition separating a Unit from any adjoining Unit or Common Element. However, this provision shall not be construed as granting any Unit Owner the right to operate any appliance in his Unit if such Unit Owner is obligated to obtain approval of such use by this Declaration, the Bylaws or the Rules and Regulations;

(xii) All drop-ceilings, tiles, supports and similar installations and all air space between the Upper Horizontal Boundary and such installation.

Section 2.5 Voting. The total number of votes allocated to all Units shall be 100, excluding any rounding of insignificant fractional interests. The number of votes allocated to each Unit shall be equal to the Percentage Interest allocated to that Unit.

ARTICLE III - UNIT, COMMON ELEMENT AND LIMITED COMMON ELEMENT CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES AND UNIT RECONSTRUCTION

Section 3.1 Initial and Subsequent Work. The provisions hereof shall apply to all work done for or on behalf of the initial Unit Owner of each Unit in preparing his or her Unit for occupancy and thereafter, as well as to all subsequent Unit Owners, except where the work is performed by or through Declarant.

Section 3.2 Unit Maintenance Responsibilities. Each Unit Owner shall be responsible for and shall pay the cost of the maintenance, repair and replacement of all or any portion of his Unit, including cleaning all interior or exterior doors and glass window panes in or appurtenant to his Unit. Notwithstanding the foregoing, the Association shall, upon notice from and at the sole cost of each Unit Owner, be responsible for the replacement of (a) all doors between the Unit and (i) the appurtenant Porch and/or Courtyard and (ii) the adjacent corridor, and (b) glass windows in or appurtenant to the Units; if any exterior window glass shall break, the Unit Owner shall notify the Association, the Association shall repair such glass and charge the cost thereof to the Unit Owner, and such cost shall be treated as a Special Assessment due from such Unit Owner. All maintenance, repair, decoration and replacement by Unit Owners shall be in a manner which will not impair the structural integrity or appearance of the Building or impair any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair, decoration or replacement by Unit Owners shall be of the same type and quality as were originally provided in the Unit and are subject to condominium specifications designated from time to time by the Executive Board and to the approval of the Executive Board.

Maintenance, repairs and replacements of flooring, trim, the refrigerators, ranges, and other kitchen appliances and lighting fixtures and facilities and bath fixtures and other appliances, equipment, vanities, mirrors, shelving and similar matters including, without limitation, all decorations, wall coverings and paint of any Unit Owner shall be at the expense of such Unit Owner.

Section 3.3 Material Improvements. Any construction, maintenance, repair or replacement which might affect the structural integrity or appearance of the Building from the interior or the exterior or any other Unit or Common Elements or any mechanical, plumbing or electrical system (a "Material Improvement") shall require written approval of the Association as to materials and design. Further, any

such undertaking which is inconsistent with the architectural design of the condominium is prohibited. Each Unit Owner shall be required to repair or replace at such Unit Owner's sole expense any portion of his Unit which, if not repaired or replaced, would adversely affect the structural integrity or appearance of the Building or Common Elements or adversely affect another Unit in any manner. If a penetration of any part of the dry wall or similar wall material results in damage to any part of an electrical system or in damage of any other nature or adversely affects the Building's fire rating, it will be the responsibility of the Unit Owner to promptly correct same and to pay any costs caused thereby or related thereto. At the discretion of the Executive Board, if a penetration of any part of the dry wall or similar material results in an interference with the ability of the Association or its agent to have access to the Common Elements behind the dry wall, it shall be the responsibility of the Unit Owner to promptly remove the interference. If any Unit Owner fails to comply with any of the requirements of the preceding sentences, the Association may in its sole discretion make such repair or replacement and assess the expense thereof against such Unit Owner as a Special Assessment.

Section 3.4 Common Elements and Limited Common Elements. Except as set forth or referenced in **Section 3.3**, this **Section 3.4** or **Section 3.5**, the operation, maintenance, repair, improvement and replacement of Common Elements shall be the responsibility of the Association. However, each Unit Owner shall be responsible for and shall pay the cost of the ordinary maintenance, repair and replacement of all or any portion of a Limited Common Element appurtenant to his Unit, including but not limited to those portions of furnaces and condensing units and all pipes, lines and other connections thereto not located within a Unit, and also Porches and Courtyards, and fences.

Section 3.5 Decorating and Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his or her own Unit (after initial installation by Declarant, if any), including painting, wall papering, washing, cleaning paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Subject to any Rules and Regulations pertaining thereto, 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 Unit and shall have the right to decorate such interior surfaces from time to time as the Unit Owner may see fit and at the Unit Owner's sole expense. Each Unit Owner shall maintain the interior surfaces of the Unit in good condition at the Unit Owner's sole expense. No work will be carried out by any Unit Owner which could affect any other Unit Owner or the Common Elements except in accordance with this **Article III**. The interior and exterior surfaces of all windows forming part of the 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 the glass of all doors and windows, whether by draperies, shades or other items visible on the exterior of the Building or visible from the outdoors, shall be subject to the reasonable control of the Association as set forth in **Section 7.2**. Decorating of the Common Elements, exclusive of the Limited Common Elements, shall be furnished by the Association as part of the General Common Expenses. Also see **Section 7.2** hereof as to Porches and Courtyards.

Section 3.6 Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within the Unit or Units shall be connected to 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 control of the Association. The authorized representatives of the Executive Board, 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 Property or any equipment, facilities or fixtures affecting or serving other Unit or any other portion of the Condominium Property.

Maintenance, repairs and replacements of any lines or facilities for the bringing of water, electricity, communication services and other utilities to the Building and to any lines or facilities serving more than one Unit or a Unit and Common Elements, shall be furnished as part of the Common Expenses. All such lines and facilities within the Unit or serving only a Unit, by way of illustration and not limitation, furnaces, water closets, air handling units servicing the Units, condensing units servicing the Units but located on the roof, and service lines leading from a meter to the Unit or from the Unit to a line serving more than the Unit or the Unit and Common Elements, shall be a Unit Owner expense.

Section 3.7 Plan Approval. In addition to the requirements, rights and restrictions set forth in **Sections 3.1, 3.3, 3.5, and 3.6** above, any Material Improvements must be in accordance with **Sections 3.8 or 7.2(n)** and must be carried out pursuant to plans and specifications prepared by an architect or engineer licensed in Pennsylvania and submitted to the Association for prior approval, said approval not to be unreasonably withheld or delayed. The Unit Owner shall pay the reasonable costs and expenses incurred by the Association in connection with such review and/or approval; such costs and expenses may be assessed against the applicable Unit Owner as a special assessment.

Section 3.8 Other Requirements. As to any construction, repairs, replacement or maintenance by a Unit Owner, excepting periodic cleaning:

(a) Any contractor(s) to be used must be approved by the Association. In deciding whether or not to approve such contractor(s), the Executive Board may consider, among other things, the financial responsibility and stability of the contractor(s) and its ability and capability to work harmoniously with other contractors then working in the Building;

(b) The Unit Owner shall at the Unit Owner's expense obtain all permits and licenses, including an occupancy permit if appropriate, necessary for any work and shall provide the Association with copies thereof. All contracts for which a mechanics' lien might be filed shall include a "no lien" agreement, and proof of filing same prior to construction start shall be provided to the Association. All work must comply with all applicable municipal codes, rules and regulations;

(c) All costs related to any Material Improvement or the approval thereof by the Association, including without limitation, the cost of the Association's architect's review, shall be paid by the Unit Owner. The Executive Board may require the posting of a deposit, surety bond or other financial security to cover such costs as it in its sole reasonable discretion deems necessary;

(d) The contractor shall provide evidence of general liability and worker's compensation insurance coverage in form and substance acceptable to the Executive Board;

(e) All work will be done under no-lien contracts.

Section 3.9 Maintenance Manual. Please refer to the Bylaws as to the Maintenance Manual and the obligations for maintenance to be carried out pursuant thereto.

Section 3.10 Remedies. Upon failure of any person to comply with the foregoing provisions, the Executive Board may, after notice to the Unit Owner, take such action as may be necessary to effect compliance with the foregoing and assess the cost thereof to such Unit Owner pursuant to **Section 9.5** as if it were a Common Expense. This Section shall not be deemed to limit any other remedy that the Executive Board may have.

ARTICLE IV - DESCRIPTION OF COMMON
ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Common Elements. The Common Elements are all portions of the Condominium Property that are not included in any Unit but exclude parking spaces in the Parking Garage subject to Parking Licenses and all other Limited Common Elements. An undivided interest in such Common Elements is hereby allocated to all Units on the basis of their respective Percentage Interests. Common Elements include, without limitation, the following:

- (a) The foundations, structural parts, supports, main-walls, common walls separating Units from other Units, or from Common Elements, all roofs, lobbies, hallways, stairways and entrances and exits to the Condominium Property;
- (b) Yards, trees, shrubbery, grass, walkways, driveways, vehicular ramps and similar improvements, excepting that which is noted in **Section 4.2**;
- (c) All apparatus and installations existing for common use, including, without limitation, exterior building improvements, railings and roofs;
- (d) Furnaces, condensing units and all pipes, lines and other connections therefor;
- (e) Those areas defined as Common Elements in the Act;
- (f) All air space above the surface of the Land, excluding the air space enclosed by any Unit, and all soil and other elements below the surface of the Real Estate as the same may be limited by **Exhibit "A"**;
- (g) All elevators located within the Condominium Property and all areas adjacent thereto, notwithstanding the fact that certain elevators may service only certain Units and may otherwise be considered Limited Common Elements under the Act; and
- (h) Portions of the Parking Garage not subject to Parking Licenses until so licensed, and the Outdoor Parking Area.

Section 4.2 Limited Common Elements. Limited Common Elements shall, without limitation, include:

- (a) All utility lines, pipes and ducts which serve one or two Units combined but which are not located within the boundaries of such Unit or combined Units;
- (b) Those portions of the Common Elements which may from time to time be designated by the Executive Board as Limited Common Elements;
- (c) Parking spaces subject to Parking Licenses in the Parking Garage;
- (d) All portions of furnaces, condensing units and vents and all pipes, lines and other connections therefor which serve individual Units and which are located on the Building Roof;

(e) Porches (excluding railings) and Courtyards (including fences), appurtenant to and which serve a Unit;

(f) Door between Units and the Porch, Courtyard or adjacent corridor;

(g) Any other areas designated as Limited Common Elements in the Plats and Plans or so defined in the Act, and not otherwise designated herein.

Section 4.3 Description of Common Elements as Limited Common Elements. The Executive Board (and the Declarant subject to **Section 17.4** hereof) shall have the authority, pursuant to Section 3209(c) of the Act to allocate and designate portions of the Common Elements as Limited Common Elements.

Section 4.4 Porch and Courtyard Boundaries. Each Porch and Courtyard consists of the space within the Upper and Lower (Horizontal) Boundaries and the Vertical Boundaries as hereinafter set forth.

(a) Upper and Lower (Horizontal Boundaries). The upper and lower boundaries of a Porch or Courtyard shall be the following boundaries extended to an intersection with the vertical boundaries:

(i) Upper Boundaries. For all Porches, the upper boundary shall be the bottom of the finish on the ceiling or the plane of the soffit. For all Courtyards, the upper boundary shall be ten (10) feet above the unfinished floor surface of the appurtenant Unit (as extended into the Courtyard).

(ii) Lower Boundaries. For all Porches, the lower boundary shall be the top of the finished floor surface of the Porch. For all Courtyards, the lower boundary shall be the top of the surface of the Courtyard (whether dirt, grass, pavement and/or otherwise) that is delivered by the Declarant to the initial Unit Owner.

(b) Vertical Boundaries. For all Porches, the vertical boundaries shall be the Porch side surface of all walls or railings bordering such Porch and vertical planes extending upward or downward therefrom to the intersections with the respective upper or lower boundary of such Porch, including the exterior finished surface of any glass, window, window frame, door or door frame located therein. For all Courtyards, the vertical boundaries shall be the Courtyard side surface of the Building, walls or fences bordering such Courtyard or, to the extent that the Courtyard is not enclosed, the perimeter lines shown on the Plats and Plans, and vertical planes extending upward or downward therefrom to the intersections with the respective upper or lower boundary of such Courtyard, including the exterior finished surface of any glass, window, window frame, door or door frame located therein.

ARTICLE V - EASEMENTS

Section 5.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act and those described in **Section 1.2** hereof, the following easements are hereby created as set forth below.

Section 5.2 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain models, management offices and sales offices on the Property in Units or in Common Areas. The models, management offices, and sales offices shall be subject to the following requirements:

(a) The number and use of any Unit owned by Declarant are subject to his discretion. Models may also be used as sales, management and construction offices;

(b) Declarant shall have the right to place models, management offices, sales offices and advertising signs on any portion of the Common Elements in such locations as Declarant deems appropriate;

(c) Declarant may from time to time relocate models, management offices, sales offices and advertising signs to different locations within Units or the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Such activities by Declarant shall all be at Declarant's expense.

Section 5.3 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this **Section 5.3** shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this **Section 5.3**, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 5.4 Maintenance Easements. The Condominium shall be subject to the following easements:

(a) An easement over the Common Elements in favor of the Association, acting through its agents, employees and independent contractors for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements;

(b) An easement over the Common Elements in favor of each Unit Owner for the maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all other utility lines and conduits which are a part of or serve a Unit and which pass across or through a different Unit or the Common Elements; provided, however, that any work performed within such Common Elements shall be performed by the Association but the work thereof shall be assessed as set forth herein;

(c) An easement over and through the Units in favor of the Association acting through its agents, employees and independent contractors, (i) for inspection of the Units in order to verify the performance by Unit Owners of all items of maintenance, repair and replacement for which they are responsible, (ii) to carry out inspections and maintenance required by the

Maintenance Manual, (iii) for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and facilities contained therein situated in or accessible from such Units, and (iv) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, Limited Common Elements and/or the Units. The Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this **Section 5.4(c)**;

(d) Wherever in this Declaration and the Plats and Plans a boundary of a Unit is described as being the Unit-side surface of a designated portion of the Condominium Property, or the plane formed thereby, an easement exists in favor of the Unit Owner for the purposes of decorating such surfaces and affixing thereto and removing therefrom flooring and floor coverings, wall board, paint, wallpaper, other decorative material, pictures, mirrors, fixtures, wall systems and decorative articles, all at the sole cost, expense and liability of the Unit Owner of such Unit and subject to such Rules and Regulations as the Executive Board may adopt from time to time. The Unit Owners shall be liable to the Association for the cost of repair or restoration of any Common Elements damaged by the exercise of the easement, except to the extent that such damage is caused by fire or a hazard for which the Association is insured or is required to be insured. The Association, acting on behalf of all Unit Owners, shall at all times while this Declaration is in effect retain the right and duty to maintain, repair, improve and/or replace the portions of the Condominium Property of which said surfaces are a part, notwithstanding the fact that such maintenance, repair, improvement or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Condominium Property.

Section 5.5 Courtyard Easement. A portion of the Courtyard appurtenant to Unit 27 shall be and is hereby subject to an easement, to the extent required, for the benefit of the Unit Owner of Unit 26, for pedestrian access for maintenance and other permitted uses of the Courtyard appurtenant to Unit 26 by the Unit Owner of Unit 26, from the Common Element south of the Courtyard appurtenant to Unit 27, across the Courtyard appurtenant to Unit 27, to the Courtyard appurtenant to Unit 26, as shown on the Plats and Plans. Such easement shall be three feet (3') in width, as shown on the Plats and Plans. The usage of said easement shall be subject to such reasonable Rules and Regulations as may be promulgated from time to time by the Executive Board and, in the absence of any emergency, shall require not less than three (3) days advance notice to, and consent from, the Unit Owner of Unit 27, which consent shall not be unreasonably withheld or delayed. If the Unit Owner of Unit 27 fails to approve or disapprove any request for consent submitted to it for uses permitted hereunder (and provided such use does not adversely affect the Unit Owner of Unit 27) within three (3) business days after receipt of said request, consent to such request shall be deemed given by the Unit Owner of Unit 27. The Executive Board shall have the right to resolve any disputes between Unit Owners regarding the usage of said easements.

Section 5.6. Parking Easement. Pursuant to the Parking Easement, the Declarant has agreed to be solely responsible for, inter alia: (i) ice and snow removal, (ii) maintenance of pavement and landscaping and normal wear and tear and (iii) replacement of pavement in the Parking Easement area. The Association, upon recording of this Declaration, will assume all of the Declarant's benefits, obligations and liabilities under the Parking Easement arising and accruing after the date of recording of this Declaration; provided, however, that Declarant shall retain any benefits that it requires in order to complete construction of the Condominium or exercise its rights under the Declaration.

Section 5.7. Development Agreement. Pursuant to the Development Agreement, Declarant and Mosites, an affiliate of Declarant, must, inter alia: (i) shield heating, venting and air-

conditioning equipment and any other mechanical equipment from view by the roof structure and to furnish such equipment with sound attenuation and muffling devices sufficient to prevent all the sound generated by such equipment from being heard on the property owned by the NCJW; (ii) develop an Erosion and Sedimentation Control Plan which will prevent any additional water, silt or other substances from running off from the Property onto the property owned by the NCJW; (iii) provide and maintain storm water drainage facilities and landscaping to prevent storm water runoff from unpaved portions of the Property onto the property owned by the NCJW in excess of present amount of such runoff. The Association, upon recording of this Declaration, will assume all of the benefits, obligations and liabilities of the Declarant and Mosites under the Development Agreement arising and accruing after the date of recording of this Declaration; provided, however, that Declarant shall retain any benefits that it requires in order to complete construction of the Condominium or exercise its rights under the Declaration.

ARTICLE VI - AMENDMENT OF DECLARATION

Section 6.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 6.2 Rights of Secured Lenders. Notwithstanding the foregoing, subject to the limitations imposed by Section 3221 of the Act and Section 803-08N of the Federal National Mortgage Association (FNMA) requirements and any requirements imposed by the Federal Home Loan Mortgage Corporation (FHLMC), any amendments to or of the Declaration relating to:

- (a) terminating or abandoning the Condominium (except for termination or abandonment through a taking by eminent domain);
- (b) abandoning, encumbering, selling or transferring the Common Elements, except as to reconfiguring of Units;
- (c) partitioning, subdividing, or combining any Unit or the Common Elements (except for the relocation boundaries between Units, and except by the Declarant upon the initial Unit sales or as permitted by **Sections 7.2(l) and (m)** hereof);
- (d) changing the percentage interests of any Unit Owners (except to the extent square foot area of Units changes as a result of the relocation of boundaries between Units); or
- (e) the use of hazard proceeds for losses to any part of the condominium or its property for purposes other than restoration repair;

shall require approval of the Unit Owners having 67% of the votes in the Association and prior written approval of two-thirds (2/3) and of all Permitted Mortgage Holders, and further the prior written consent of any Permitted Mortgage Holder with a lien upon any Unit directly affected by (c), (d) or (e) above.

Other amendments relating to: voting, assessments, liens, reserves, insurance, use of Common Elements, maintenance responsibilities, Unit boundaries, Common Element interest, leasing and restrictions on alienation, or Special Declarant's rights shall require approval of the Unit Owners having 67% of the votes in the Association, and of the Declarant so long as it is the owner of a Unit or Units.

Any amendment to **Section 8.2** hereof shall require the consent of all of the then Permitted Mortgage Holders.

Section 6.3 Amendments to Cure Ambiguities. Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that is defective, missing or inconsistent with any other provisions thereof or of the Act, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from legal counsel to the effect that the proposed amendment is permitted by the Act and by the terms of this **Section 6.3**. Each amendment of the type described in this **Section 6.3** shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

ARTICLE VII - USE RESTRICTIONS

Section 7.1 Use of the Property. The use of the Units and of the Common Elements and Limited Common Elements, including the Parking Garage and the Outdoor Parking Area shall be only in accordance with the provisions of (i) the Act, these Declarations, the Plats and Plans, the Bylaws and the Rules and Regulations (in effect from time to time); (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions in the deed of any Unit; (iv) any mortgage or other instrument affecting that Unit or any other Unit; and (v) those matters set forth in this **Article VII**.

Section 7.2 Use and Occupancy of Units and Common Elements: The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(a) No Unit (except any Unit owned by the Declarant or the Association and used by either of them as manager's quarters or offices, sales offices, models or storage facilities) shall be used for any purpose other than as a residence for the use of one person or one family. For the purpose of this Section, "Family" shall mean (i) two or more persons related by marriage, adoption or consanguinity or (ii) not more than four persons who are not related but who function as a family unit;

(b) A Unit Owner may lease his or her individual Unit; provided however, that a Unit may not be leased by a Unit Owner for a term of less than one (1) year without the consent of the Executive Board. Any lease of a Unit shall be in writing in a form preapproved by the Executive Board without any material changes, shall contain a clause that makes any breach of any of the Condominium Documents a breach of said lease, and a cause for termination thereof. A copy of each lease must be furnished to the Association within five (5) business days after execution thereof. The rights of any lessee of any Unit shall be subject to, and each of the lessees shall be bound by, the covenants, conditions and restrictions contained in any of the Condominium Documents. The Unit Owner of any leased Unit shall be jointly and severally responsible with any tenant for full compliance with all the terms and conditions of the Condominium Documents. No Unit may be subleased;

(c) Declarant may carry on any activities permitted by **Section 5.2** hereof in any Unit owned by Declarant, and nothing contained within this **Article VII** or otherwise shall be deemed to limit its right to sell or lease any and all Units owned by Declarant and to sell Parking Licenses, which rights are expressly retained by the Declarant so long as Declarant owns any Unit. This provision may not be amended without the written consent of the Declarant so long as Declarant is such owner;

(d) Unit Owners may not install any window air conditioners, exhaust fans or any other item which protrudes through a window serving a Unit nor shall any structure or addition, which is visible from the outdoors be placed or maintained upon any exterior door, window, Porch, Courtyard or any outside wall of the Building. Except as set forth below, no awning or screen which is visible from the outdoors may be placed or maintained upon any exterior door, window, Porch or any outside wall of the Building, nor, without prior written approval of the Executive Board, may any potted plant or similar decoration which is visible from the outdoors be placed or maintained upon any exterior door, window, Porch or any outside wall of the Building; provided, with the prior approval of the Executive Board as to design and color, awnings may be placed over Porches by Unit Owners, at the sole cost, expense and risk of the Unit Owner and subject in each instance to any rules and regulations promulgated by the Executive Board and such Unit Owner shall be responsible for all maintenance and repair of such awning, and any damage caused by, or resulting from, the installation, use or removal thereof. A Unit Owner may not modify or change any awning approved by the Executive Committee without prior approval of Executive Board. No Unit Owner (other than Declarant in connection with its marketing or sale of the Unit) may erect any sign on or in a Unit or any Common Element which is visible from the outdoors or the Common Elements.

(e) No awning or screen which is visible from the outdoors may be placed, parked, stored or maintained within any Courtyard, without the prior written approval of the Executive Board. Subject to such Rules and Regulations as may be promulgated from time to time by the Executive Board and notwithstanding anything to the contrary contained in **Section 7.2(d)** above, lawn furniture, potted plants and flower beds may be placed or maintained within any Courtyard for personal use (but not for storage). Unit Owners may not modify any landscaping initially installed by the Declarant in any Courtyard without the prior written approval of the Executive Board;

(f) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise wherein:

- (i) customers or clients visit the Unit; or
 - (ii) any merchandise or products are sold from or stored in the Unit; or
 - (iii) any person not a full time resident of the Unit is employed or otherwise engaged in the Unit; or
 - (iv) any smoke, dust or noise not usually found in a dwelling Unit is emitted;
- or
- (v) any equipment or machinery is utilized other than a telephone, fax machine, personal computer or printer or similar equipment normally found in a residence;

may be conducted, maintained or permitted in any part of the Condominium Property, except in such areas of the Common Elements that the Executive Board may decide;

(g) No person shall cause or permit a nuisance on the Property and no use or practice shall be permitted on the Condominium Property, including any Porch or Courtyard, which is a source of annoyance to Unit Owners or tenants, or which unreasonably interferes with the peaceful possession and proper use of all or any part of the Condominium Property by its Unit Owners and tenants;

(h) No cooking or grilling may be done on any Porch or Courtyard without the prior approval of the Executive Board, including reasonable restrictions and limitations related thereto;

(i) In addition to any restriction contained in the Condominium Documents, all laws, statutes, orders, ordinances, occupancy limitations, rules and regulations of all governmental and quasi-governmental bodies having jurisdiction thereof, including without limitation, zoning laws and regulations, shall be observed at all times;

(j) Nothing shall be done or kept in any Unit or in any Common Elements or Limited Common Elements which might increase the premiums for insurance coverage for the Condominium Property or any part thereof beyond the normal premiums applicable for residential space, without prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements (including Limited Common Elements) which will result in the cancellation of insurance on the Condominium Property or any part thereof, or which will be in violation of any law;

(k) The Condominium Property is to be maintained in a clean and sanitary condition, and, subject to the rights of and otherwise permitted by, the Declarant in the Declaration, the Bylaws or the Act, no Unit Owner is to place or store any garbage, trash, rubbish, in the Common Elements, or store any personal property in the Common Areas, except as expressly provided for herein, or to permit any unsightly condition to exist therein or thereon or on any Porch or Courtyard. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Association, unless otherwise provided in the Rules and Regulations;

(l) Upon compliance with the requirements of **Section 7.2(n)** hereof and subject to Sections 3213, 3214 and 3215 of the Act, two or more entire adjacent Units, or with the prior written consent of the Association portions thereof on the same floor or on contiguous floors, may be combined, provided that both of the combined Units are under common ownership at the time of effecting such combination, whereupon the Percentage Interests in the Common Elements appurtenant to such combined Units shall be the sum of the respective Percentage Interests in the Common Elements appurtenant to each of the Units or portions thereof that have been combined. The votes allocated to each Unit resulting from such combination shall be equal to the Percentage Interests allocated thereto as set forth above. Such designation shall be made by the Executive Board pursuant to **Section 2.5** hereof with the consent of, and at the expense of, the Owner of the combined Units;

(m) No Unit may be subdivided by any Unit Owner unless the subdivided parts will be attached to another Unit and the Unit Owner obtains the prior written consent of the Executive Board, except that if Units have been combined pursuant to **Section 7.2(l)** above, they may later be subdivided, without the consent of the Executive Board, provided that after such subdivision

they are the same as the Units that existed prior to the combination. In the event of any such subdivision, the subdivision shall comply with the provisions of Sections 3213, 3214 and 3215 of the Act, the Percentage Interest allocated to each Unit resulting from such subdivision shall be determined in the manner set forth in **Section 2.1**, and votes allocated to each such Unit shall be equal to the Percentage Interest allocated thereto as set forth above, and the subdivided Units will be given consistent designations, i.e., 601(a), 601(b), etc. Declarant may combine or subdivide Units owned by it, or convert any such Unit into two or more Units, Common Elements, or a combination of Units and Common Elements, subject to **Section 7.2(n)** hereof and Sections 3213, 3214 and 3215 of the Act;

(n) Any Unit Owner desiring to perform any alteration, division, subdivision or combination (hereinafter in this **subsection (n)** ("Alteration") of a Unit permitted hereby shall:

(i) Refrain from making any Alteration that will impair or jeopardize the structural integrity of the Building or any mechanical, plumbing or electrical or other service system therein, adversely affect either the fire retardant or sound absorbent quality of the Building, lessen the support of any portion of the Building, or violate any applicable law, ordinance or governmental rule, regulation or order;

(ii) Obtain the approval of the Association (which approval shall not be unreasonably withheld and which shall not be required for the Declarant) prior to the commencement of any such Alteration involving a combination and/or division of Units;

(iii) Comply with **Sections 3.3** and **3.7** hereof;

(iv) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to this Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be in recordable form and shall be recorded by the Association in accordance with the Act.

(o) Nothing shall be done or be permitted to be done which would jeopardize the soundness or safety of the Building or impair any easement therein without the consent of all Unit Owners to such impairment;

(p) No Unit Owner shall keep or harbor any animals on the Condominium Property without the written consent of the Association, except for tropical fish, a trained leader dog for a blind resident of a Unit, and not more than two (2) pets, which may include cats or dogs, none of which may be more than twenty (20) pounds, or caged birds. Such consent, if given, may be upon such conditions as the Association may prescribe. No pet shall be maintained or harbored within a Unit so as to create a nuisance to any other Unit Owner. A determination by the Executive Board that a pet creates a nuisance to any other Unit Owner shall be conclusive and binding upon all parties. Upon such a determination, this consent shall be deemed to be automatically revoked and said pet must be immediately removed from the premises. No animals permitted under this **Section 7.2(p)** may be kept for commercial or breeding purposes. All dogs must be registered with the Association and licensed by the appropriate governmental authorities. It shall be the duty of a Unit Owner to supply the Executive Board on an annual basis with a Certificate of Vaccination from a qualified veterinarian for each dog or cat owned by the Unit Owner as permitted hereunder, certifying that such animal has had administered to it the inoculations which the Executive Board, in its sole discretion, deems necessary, including, by

way of example, vaccinations to prevent rabies and distemper. In the event such pet is not so vaccinated, the Unit Owner shall indemnify and hold the Association harmless from any liability or damage to persons or property arising as a result of said failure to vaccinate. No animal will be permitted outside the Unit, a Porch or a fully enclosed Courtyard, owned by the owner thereof except on a leash or in a cage, provided, however, that no animal shall be left unattended; and, in any such instance, such owner shall be responsible for cleaning up after such animal, including in any Courtyard or on any Porch. No other animals are permitted in the Units or on the Condominium Property;

(q) Except for awnings installed by Unit Owners in accordance with the terms and provisions of Section 7.2(d) hereof, no Unit Owner shall paint nor make any alteration of any nature to a Porch assigned to his or her Unit which will change in any respect the appearance of the Porch when viewed from another Unit or the outdoors. No Unit Owner shall place any object or fixture (by way of illustration and not limitation, furniture, equipment, supplies, wood, landscaping or light fixtures or bulbs) which will materially change the exterior or interior appearance of the Building or which will endanger persons or property below the Porches. Porches shall be used in conformance with Rules and Regulations relating thereto from time to time adopted by the Executive Board;

(r) All window dressings including liners visible from the outside or from any other Unit must be (i) white or off white or naturally stained wood or (ii) similar materials and colors, subject to prior written approval of the Executive Board, such approval not to be unreasonably withheld or delayed;

(s) In the use or occupancy of a Unit at any time, the hard surface flooring material, such as wood, marble, ceramic tile, slate, quarry tile or other similar material, that is installed in rooms other than the bathrooms, shall have an approved sound underlayment over homosote in strict accordance with the Tile Council of America, Inc. standards. Armstrong Sundial Solarium sheet vinyl or its equal can be installed in the kitchen of a Unit without installation of the above mentioned sound underlayment. The Sound Transmission Class (“STC”) and Impact Insulation Class (“IIC”) ratings for the sound control of floor systems, including said sound underlayment, shall be a minimum of 55 for STC and 57 for IIC. No Unit Owner shall make any alteration in his Unit which will decrease the STC or IIC rating through any Common Element. The Executive Board shall have no obligation to enforce this restriction except upon a written complaint filed by a Unit Owner or tenant. The Executive Board shall attempt to resolve any complaint informally but shall, upon demand of any Unit Owner or tenant party to the complaint or upon its own discretion, refer the complaint to an architect or engineer for a final, binding decision as to STC rating or IIC rating. The decision of such architect/engineer shall be final and unappealable. The Association’s costs of resolving the complaint, including, without limitation, reasonable architect or engineering fees and lab tests shall be borne solely by the losing Unit Owner or tenant party(ies) in the complaint. Upon a decision that material or installation fails to meet noise transmission requirements in a Unit, that Unit Owner shall immediately bring the Unit into compliance;

(t) Guests and visitors shall be admitted to the Condominium Property in strict conformance with Rules and Regulations relating to guests and visitors from time to time adopted or approved by the Executive Board;

(u) Children shall use the common areas in strict conformance with Rules and Regulations relating to children from time to time adopted or approved by the Executive Board;

- (v) No Unit shall be occupied by more persons than two (2) persons per bedroom;
- (w) The Association may designate the Common Elements or portions thereof as non-smoking;
- (x) the terms and provisions of the Parking Easement; those five (5) parking spaces within the Outdoor Parking Area and designated as spaces eight (8) through twelve (12) on the Plats and Plans are, under the Parking Easement, reserved solely for the use by the Church and are not for the use of the Unit Owners or their guests or invitees;
- (y) the terms and provisions of the Development Agreement.

Section 7.3 Sale of Units. There shall be no restriction upon the sale, conveyance or other transfer of any Unit, but any sale, conveyance or other transfer (including, without limitation, mortgages and leases to the extent provided by law) shall be subject to the Act, the Condominium Documents and the provisions of the deed to the Unit.

Section 7.4 Powers of Executive Board to Enforce Rules and Regulations. The Executive Board shall have the power to enforce the above restrictions and to promulgate, amend, modify and repeal from time to time and enforce such additional Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents. Copies of the new Rules and Regulations shall be furnished to all Unit Owners by the Executive Board promptly after the promulgation, amendment, modification or repeal of such Rules and Regulations. The Executive Board shall further have the right to levy fines for violations, provided that the fine for a single violation may not, under any circumstances, exceed One Hundred Dollars (\$100.00), except as provided below. Each day a violation continues after notice thereof may be considered a separate violation and the fine may be increased to Five Hundred Dollars (\$500.00) per day commencing with the fourth day following such notice. Any fine so levied is to be considered a Special Assessment levied specifically against the particular Unit Owner involved, shall be immediately due and payable, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Special Assessments, and the Executive Board may also pursue any other remedies under the law.

ARTICLE VIII - MORTGAGES

Section 8.1 Permitted Mortgages. Except as provided in **Section 8.3**, a Unit Owner other than the Declarant or the Association may not voluntarily encumber or subject his or its Unit to any lien, other than to the lien of a first or second lien Permitted Mortgage.

All Permitted Mortgages must be held, by one of the following "Permitted Mortgage Holders": (i) an institutional lender which makes mortgage loans in the normal course of its business; (ii) the selling Unit Owner of a purchase money mortgage to the purchaser of the Unit; or (iii) any other mortgagees which have been approved by the Executive Board in writing, based on its stability and experience and in light of responsibilities and rights created under the Act and hereunder with respect to Permitted Mortgage Holders.

- (a) All Permitted Mortgages and obligations secured thereby shall provide, generally:

(i) that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and the Condominium Documents; and

(ii) that the exercise of any rights of parties under the Condominium Documents shall not constitute a breach or an event of default under the Permitted Mortgage.

(b) Further, all such Permitted Mortgages shall provide specifically, but without limitation, that the Permitted Mortgage Holder shall have no right:

(i) to participate in the adjustment of losses with insurers or in the decision as to whether or how to repair damage to the Condominium Property;

(ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of either:

(A) a distribution of such proceeds pursuant to Sections 3312(g) of the Act; or

(B) the availability of insurance proceeds in excess of the cost of the repair or restoration of the Unit (including its Percentage Interest in the Common Elements) encumbered by such mortgage; or

(iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Condominium Property other than within the Unit so mortgaged.

(c) Any obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

When such a Permitted Mortgage is delivered to the Permitted Mortgage Holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. The Executive Board shall then promptly determine whether the mortgage complies with this Section. If the Permitted Mortgage is confirmed as complying herewith by the Executive Board, its Secretary shall instruct the insurer of the Condominium Property to provide such Permitted Mortgage Holder with a Certificate of Insurance evidencing insurance coverage of such Unit and respective interest therein. To the extent such information is provided in writing by the Unit Owner or the Permitted Mortgage Holder, the Secretary shall maintain a register of the Permitted Mortgage Holders, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby. Whenever a Permitted Mortgage is satisfied, the Association shall be promptly notified.

Section 8.2 Rights of Permitted Mortgage Holders - Reports and Notices. Upon the specific written request of a Permitted Mortgage Holder or its servicer to the Executive Board, the Permitted Mortgage Holder shall be entitled to receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- (c) Copies of notices of meetings of the Unit Owners and the right to designate a non-voting representative to attend such meetings;
- (d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- (e) Notice of substantial damage to or destruction of any Unit, the repair of which would cost in excess of \$60,000.00, or any part of the Common Elements, the repair of which would cost in excess of \$100,000.00;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within sixty (60) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- (h) The right to examine the books and records of the Executive Board at any reasonable time; or
- (i) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a Permitted Mortgage Holder servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a Permitted Mortgage Holder hereunder.

Notwithstanding the foregoing in this **Section 8.2**, failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

Section 8.3 Other Liens. A Unit Owner may permit or suffer liens, other than Permitted Mortgages, to be placed against his Unit; provided the holders of such liens shall not be entitled to any notices or any other rights, priorities or privileges of Permitted Mortgage Holders granted hereunder or under the Bylaws. In no event shall a holder of a lien on any Unit (excepting only a Permitted Mortgage Holder to such extent as may be expressly set forth herein) have any right, title or interest in any insurance proceeds.

ARTICLE IX - BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1 Annual Assessments. Until the Executive Board adopts a budget and makes any Annual Assessment for General Common Expenses and for Limited Expenses or Special Assessment based thereon, Declarant shall pay all expenses of the Condominium. The Executive Board may adopt a

budget for each fiscal year commencing on January 1st of the year in which this Declaration is recorded, or later if the initial budget is not then adopted by the Executive Board, and for each such Fiscal Year thereafter on January 1st. Each Unit Owner shall pay an Annual Assessment as to Common Expenses levied by the Association in accordance with the Bylaws which shall be due and payable in equal monthly payments on the first day of each month.

Section 9.2 Special Assessments. If the estimated cash requirement set forth in any budget shall prove to be insufficient to cover Common Expenses (including adequate reserves therefor) for any reason (including, without limitation, any Unit Owner's non-payment of his assessment), the Executive Board shall have the full power as permitted by law, at any time (and from time to time), as it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner in accordance with his Unit's Percentage Interest.

Section 9.3 Initial Assessments. In order to provide the Association with working capital, an initial fee equivalent to two (2) months payment of the Annual Assessment for Common Expenses shall be due from each initial purchaser of a Unit from the Declarant at the time of the closing or conveyance of the Unit. This initial fee will not be credited toward any Annual Assessment or Special Assessment.

Section 9.4 Use of Assessments. All monies collected hereunder as Annual Assessments or Special Assessments shall be used for the purposes designated herein.

Section 9.5 Failure to Fix New Assessments. If the Association shall fail to fix Annual Assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums as were payable during the fiscal year then ended and such sums shall be deemed to be the new Annual Assessments for the succeeding fiscal year. If the Association shall change the assessment at a later date, such new assessment shall be treated as a Special Assessment pursuant to **Section 9.2** hereof.

Section 9.6 Special Costs. Any expense incurred by the Association due to the negligence or misconduct of any Unit Owner or his family or tenants, and their respective guests or invitees or as otherwise provided for in any Condominium Documents may be assessed against the Owner of the pertinent Unit as a Special Assessment and shall be treated as a Common Expense immediately due and payable by such Unit Owner.

Section 9.7 No Exemption By Waiver. No Unit Owner may exempt himself from Common Expense Liability by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 9.8 Power to Confess Judgment to Collect Delinquent Assessments. **AS A MEANS OF ENFORCING THE OBLIGATION OF THE UNIT OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, AND IN ADDITION TO AND NOT IN LIMITATION OF THE POWERS OF THE ASSOCIATION UNDER THE ACT, THE EXECUTIVE BOARD SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE UNIT OWNER AGAINST WHOM SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH UNIT OWNER, BY HIS ACCEPTANCE OF THE DEED OF HIS UNIT, SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE EXECUTIVE BOARD (DURING HIS TERM OF OFFICE) AND THE MANAGING AGENT AS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS A JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT**

JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA AS OF ANY TERM FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS AND THE REASONABLE LEGAL FEES AND COSTS REQUIRED TO COLLECT SAME, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION 9.7 AND A COPY OF THE UNIT OWNER'S DEED TO HIS UNIT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE EXECUTIVE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGEMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OF ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE. The Executive Board shall not exercise its right to obtain a judgment by confession against any institutional lender who has acquired title to a Unit by foreclosure sale or deed in lieu of foreclosure or assignment in lieu of foreclosure, nor shall such right be exercised against any Unit Owner except after the Executive Board shall have given the delinquent Unit Owner at least ten (10) days' notice of its intention to do so. Nothing herein is intended to limit the rights or remedies which the Association or the Executive Board may otherwise have under the Act.

Section 9.9 Personal Liability of Unit Owners. All sums assessed pursuant to this **Article IX** shall constitute the personal liability of the Unit Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Executive Board, on behalf of the Association, may take action for failure to pay any Assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay any Assessment or other charge on the date on which it is due. The delinquent Unit Owner shall be obligated to pay (a) all expenses of the Association, including reasonable attorneys' fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, (b) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest before and after judgment, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such, and (c) interest, from the due date, on Assessments not paid within fifteen (15) days after due, at a rate per annum equal to four percent (4%) above the prime rate announced from time to time by National City Bank.

Section 9.10 Liability of Purchaser of Unit for Unpaid Assessments. Subject to the provisions of Section 3407(c) of the Act, upon the sale, conveyance or any other transfer of a Unit or any interest therein, any unpaid Assessments shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act.

Section 9.11 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 3302(a)(10), (11) and (12) of the Act shall be subordinate to any Permitted Mortgage in accordance with the terms of the Act.

Section 9.12 Common Expenses.

(a) Common Expenses shall be any expenditure made or liability incurred by the Association (including any allocations to reserves) pursuant to the Act, this Declaration or the Bylaws, including, without limitation, the following:

(i) Expenses of administration operation, maintenance, repair, improvement or replacement of the Common Elements;

(ii) Expenses declared Common Expenses by the Act or by this Declaration or by the Bylaws;

(iii) Expenses reasonably determined to be Common Expenses by the Executive Board and assessed against all Unit Owners;

(iv) Expenses for maintenance of the driveways, sidewalks, Parking Garage, Outdoor Parking Area, lawns and gardens, collection of garbage, snow removal and exterior maintenance;

(v) Expenses incurred pursuant to **Article XII** hereof;

(vi) Salaries, wages and payroll taxes for employees and agents (including any Management Agent) of the Association;

(vii) Legal, accounting and management fees incurred by the Association;

(viii) Insurance premiums; and

(ix) Costs and expenses incurred by or allocated to the Association or the Condominium Property pursuant to terms of the Parking Easement and/or the Development Agreement.

(b) As, to utilities:

(i) The expense of gas, water and sewage service and such other utility and electric, television, phone and other electronic systems and services which may hereafter be supplied for the benefit and use of all or more than one (1) Unit and/or for the Common Elements shall be a Common Expense;

(ii) Any such service which is furnished for the exclusive benefit and use of any Unit and is separately metered or charged by the supplier for such purpose shall not be a Common Expense, but shall be payable on such basis by the Unit Owner of such Unit.

Section 9.13 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with their respective Percentage Interests, said credits to be applied to the next Annual Assessment of Common Expenses due from said Unit Owners under the next fiscal year's budget, and thereafter, until exhausted.

Section 9.14 Reserve Funds. The Association may establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. A reserve may also be established for maintenance required by the Maintenance Manual. Reserve funds shall be funded by monthly payments as a part of Common Expenses, as provided in the Bylaws.

ARTICLE X - EXECUTIVE BOARD OF THE ASSOCIATION

Section 10.1 Powers of the Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act and by the Bylaws, including, without limitation, the power to promulgate Rules and Regulations. Any right or power vested in the Condominium or the Association under this Declaration shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act. The Executive Board shall consist of no more than seven (7) and no less than three (3) members who shall serve for a term of three (3) years and shall be elected for staggered terms at annual meetings of the Association, except as provided in this **Article X**. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the Bylaws.

Section 10.2 Disputes.

(a) In the event of any dispute or disagreement between any Unit Owners relating to the Condominium Property or any questions of interpretation or application of the provisions of any of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this **Section 10.2**. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) To the full extent permitted by law, Declarant, for itself and all future Unit Owners, agrees that any disputes between Unit Owners or the Association, on one hand, and the Declarant or the Architect or a contractor who constructed or installed any portion of the Building, on the other, shall be submitted to mandatory non-binding mediation prior to any such party pursuing legal remedies at law or in equity, which mediation shall be conducted in accordance with the rules and procedures established by the American Arbitration Association.

Section 10.3 Managing Agent. The Executive Board, on behalf of the Association, may (but is not required to) engage a professional, experienced managing agent who shall oversee the daily operation of the Condominium Property, in accordance with and subject to the provisions of the Act and the Condominium Documents. Said managing agent may be an affiliate of Declarant.

ARTICLE XI - DECLARANT'S RIGHTS/CONTROL

In accordance with the Act, and as more particularly set forth in the Bylaws,

(a) until the conveyance of 25% of the Units to Unit Owners other than the Declarant, the Declarant shall have the right to appoint and remove any and all officers of the Association and members of the Executive Board. However, by the sixtieth (60th) day after conveyance of 25% of the Units to Unit Owners other than Declarant, at least 25% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant;

(b) Not later than sixty (60) days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than 33-1/3% of the members of the Executive Board shall be elected by Unit Owners other than Declarant;

(c) Not later than the earlier of (i) five (5) years after the date of conveyance of the first Unit by Declarant, or (ii) one hundred eighty (180) days after 75% of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board who have been appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board;

(d) The Declarant may from time to time at its sole option, surrender or release to the Executive Board in whole or in part any special Declarant's right or control which it may have hereunder.

ARTICLE XII - MECHANICS' LIENS

Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Association, shall be the obligation of the Association and payment thereof shall be a Common Expense.

ARTICLE XIII - ENFORCEMENT

The Association or Declarant, so long as it is a Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or Declarant to so enforce shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIV - EFFECTIVE DATE; SEVERABILITY

This Declaration shall become effective when it and the Plats and Plans have been recorded. In the event that any provision of this Declaration or of any other Condominium Documents is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included therein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control, except in those instances where the Act by its terms permits variations.

ARTICLE XV - LIMITATION OF LIABILITY

Section 15.1 Limited Liability of the Executive Board. Except as provided to the contrary in Section 3303(a) of the Act, the Association, the members of the Association, Executive Board and the officers in their respective capacities as such:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct;

(c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct, in the performance of their duties;

(f) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence; and

(g) Shall have no liability by reason of being an officer, director, agent, employee or affiliate of the Declarant.

It is the intention of this **Section 15.1** that in no event shall the willful misconduct or gross negligence of any person be imputed to any other person.

Section 15.2 Indemnification. Subject to the provisions of 15 P.S. 7501, 7741-7748, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with: (a) any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board; or (b) any settlement of any such proceeding. This applies whether or not he is an Executive Board member, officer or both at the

time such expenses are incurred. The indemnification set forth in this **Section 15.2** shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense, to be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 15.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and Permitted Mortgage Holders and such complaints shall be defended by the Association. The Association members and officers, Executive Board members and Permitted Mortgage Holders shall have no right to participate in such defense other than through the Association, unless joined in such action by the Association.

Section 15.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in **Section 15.2** above, if and to the extent available.

Section 15.5 Cost of Suit. If any action is brought by one or more but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel fees, shall be a Common Expense, but only to the extent that such expenses are less than the amount recovered on behalf of the Association. If, however, such action is brought against the Executive Board or any of its members, or the Association or any of its officers, employees or agents, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other Unit Owners as a Common Expense or otherwise, but shall be borne solely by the plaintiff. In the event any suit or action is brought by any one or more Unit Owners against the Association or the Executive Board or any member thereof, challenging any decision, determination, action or ruling, made by or on behalf of the Association or the Executive Board pursuant to the Act, any Condominium Document, the Parking Easement or the Development Agreement, if such challenge is unsuccessful, the payment of all costs and legal fees incurred by the Association or the Executive Board or its members in defending against any such suit or action shall, to the full extent permitted by law, be the sole responsibility and liability of the Unit Owner or Owners initiating any such suit or action. The Executive Board may proceed to collect all sums payable in accordance herewith by all available means.

Section 15.6 Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.

ARTICLE XVI - INSURANCE

Section 16.1 Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by Section 3312 of the Act):

- (a) Hazard insurance, with an endorsement for extended coverage, or such other fire and hazard insurance as the Association may determine which provides equal or greater protection for the Unit Owners and Permitted Mortgage Holders, if any, in each case complying

with the applicable requirements of **Section 16.2** hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Condominium Property as originally constructed Units, but may not cover the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, demolition and debris removal. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this **Section 16.1** shall be reviewed annually by the Association, and shall be equal to the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., exclusive of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement or its equivalent", if available, or an "inflation guard endorsement", if available;

(b) Comprehensive liability insurance, complying with the requirements of **Section 16.2** hereof, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members, against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or any Unit Owner. Limits of liability shall be at least Five Million Dollars (\$5,000,000.00) covering all claims for personal injury (including medical payments) and at least Five Hundred Thousand Dollars (\$500,000.00) covering property damage arising out of a single occurrence. The Association may arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Allegheny County. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Association and may be changed in its discretion, provided that such shall continue to comply with the requirements of this **Section 16.1** and **Section 16.2** hereof;

(c) At the option of the Executive Board, a fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, without limitation, Executive Board and Association members, officers, trustees, agents, employees and volunteers where such coverage is available for volunteers) responsible for handling funds belonging to or administered by the Association;

(d) Such worker's compensation insurance as applicable law may require;

(e) Directors and officers insurance and such additional insurance as needed to satisfy the indemnification obligations of the Association and all Unit Owners set out in **Article XV** hereof, if and to the extent available.

Section 16.2 Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) Each Unit Owner shall be an insured party under such policies with respect to loss or liability arising out of his ownership of an undivided interest in the Common Elements and Limited Common Elements or membership in the Association;

(b) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and, for the hazard insurance policy described in **Section 16.1(a)** hereof, such company must hold a rating of Class A + XIII or better by Best's Insurance Reports or by an equivalent rating bureau should Best's Insurance Reports cease to be issued. If such rating is not available at reasonable rates as determined by the Executive Board, the Executive Board may designate the required rating;

(c) Exclusive authority to adjust losses under policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representative. Prior to the adjustment of any such loss, the Association shall decide whether, if the Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy on the Condominium Property are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retaining such an adjuster. If such decision shall be in favor of using a public adjuster, the Association shall retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Association's authorized representative;

(d) Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents, and invitees;

(e) Such policies shall not be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to each Unit Owner and all Permitted Mortgage Holders whose names and addresses are on file with the insurer;

(f) Such policies shall not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect;

(g) Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Units;

(h) The name of the insured under each policy required pursuant to this **Article XVI** shall be stated in form and substance similar to the following:

"1660/1680 Murray Avenue Condominium Association for the use and benefit of the individual owners or their Permitted Mortgage Holders as their interest may appear in the Condominium Units contained in 1660/1680 Murray Avenue, A Condominium."

(i) Subject to the requirements of the Parking Easement and the Development Agreement, each insurance policy required to be carried by the Association pursuant to this **Article XVI** shall be endorsed to provide that all proceeds shall be payable to the Association;

(j) Coverage may not be prejudiced by: (i) any act or neglect of one or more Unit Owners when such act or neglect is not within the control of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium Property over which the Association has no control;

(k) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (i) without the prior written approval of the Association, or (ii) when in conflict with any requirement of law;

(l) Insurance coverage obtained and maintained by the Association pursuant to the requirements of this **Article XVI** may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees;

(m) The insurance required hereby may in whole or in part be carried under a master policy for the entire Building and the Condominium Property.

Section 16.3 Unit Owner Insurance.

(a) The Association shall have the power to require all Unit Owners to carry such types and amounts of insurance on their Units as the Association may reasonably require, including, without limitation, insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of **Section 16.3(b)** and **16.3(c)** hereof and shall be carried with insurance companies satisfying the requirements of **Section 16.2(b)** hereof;

(b) All additional insurance obtained by any Unit Owner shall be at his own expense; provided, however, that: (i) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (ii) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the Condominium Property at any particular time;

(c) Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property (excluding a policy limited solely to the individual Unit of such Unit Owner or a policy insuring the personal property belonging to such Unit Owner), shall be required to file a copy of such individual policy with the Association within thirty (30) days after purchase of such insurance.

ARTICLE XVII - MISCELLANEOUS

Section 17.1 Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the table of contents are intended solely for the convenience of readers of this Declaration and shall have no effect on

the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 17.2 Applicability of Condominium Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Parking Easement, the Development Agreement, the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act and/or one or more of the Condominium Documents make applicable only to Unit Owners. The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth therein are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 17.3 Eminent Domain. Whenever all or any part of the Common Elements or Limited Common Elements shall be taken, damaged or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 17.4 Parking.

(a) A one (1) level, enclosed parking garage (the "Parking Garage") is contained within the lowest floor of the Building. It contains not less than forty-one (41) automobile parking spaces. Seven (7) exterior nondesignated automobile spaces (the "Outdoor Parking Area") will be located on the Condominium Property. Portions of the Parking Easement, as shown on the Plats and Plans, are reserved solely for Church use (the "Church Parking Area"), as more particularly provided in the Parking Easement. As required by the terms of the Parking Easement, the Association shall maintain a towing service in accordance with City of Pittsburgh regulations to remove illegally parked cars from the Church Parking Area and the Easement Area (as defined in the Church Agreement). Subject to the matters set forth below in this **Section 17.4**, the manner and hours of operation of the Parking Garage and the Outdoor Parking Area shall be subject to the discretion of the Executive Board. Notwithstanding the foregoing, (a) no vehicles may be stopped or parked in the Parking Easement area in a manner which unreasonably obstructs passage within the Parking Easement or access to or from the Parking Garage or Outdoor Parking Area; (b) semi tractor-trailers are prohibited from driving and/or parking in the Outdoor Parking Area, the Parking Garage and the Parking Easement, and (c) vehicles wider than six and one-half feet (6 ½') (excluding side-view mirrors) may not be parked in the Parking Garage.

The Parking Garage shall initially be a Common Element. Declarant reserves the right to sell, designate and convey interests and/or easements in the Parking Garage for the purpose of granting licenses and/or easements ("Parking Licenses") for forty-one (41) spaces in the Parking Garage as Limited Common Elements appurtenant to specific Units. On the date the last Unit is sold by Declarant, and subject to applicable law, Declarant shall assign to the Association all of Declarant's such rights, and thereafter, parking spaces in the Parking Garage for which the Parking Licenses have not been granted by Declarant, which may be granted and conveyed by the Association to any Unit Owner.

The consideration for sale of a Parking License by the Declarant shall be separate and in addition to the purchase price of a Unit. Such Parking License will adhere to the pertinent Unit and the Unit Owner shall have the exclusive Parking License and right to use such space or spaces. Each Unit Owner, at the time of purchase of a Unit from the Declarant, shall have the opportunity to acquire a Parking License for not less than one undesignated space in the Parking Garage. Parking Licenses may be owned only by Unit Owners and a pertinent Parking License may be transferred upon sale of a Unit only to the purchaser of such Unit or to the Association for subsequent sale to another Unit Owner. A Unit Owner may also sell and transfer a Parking License to another Unit Owner any time with the prior consent of the Association, such consent not to be unreasonably withheld. Such Parking Licenses will be allocated and conveyed as Limited Common Elements pursuant to the provisions of Section 3209 of the Act, by a written instrument in recordable form or in a deed conveying a Unit. The price of a Parking License shall be determined by the seller thereof whether the Declarant, a Unit Owner or the Association. Except as may be otherwise provided by law, the Declarant's right to allocate parking spaces and sell Parking Licenses shall terminate on the date upon which the Declarant is no longer the legal owner of a Unit in the Condominium and thereafter all rights to the Parking Garage not previously sold and designated as Parking Licenses shall vest in the Association as a Common Element.

The parking spaces not sold and designated from time to time as Parking Licenses shall be Common Elements and may be allocated by the Association as visitors spaces, subject to Rules and Regulations determined from time to time by the Association. Notwithstanding the foregoing, no parking space, regardless of whether it is subject to a Parking License, may be leased or sold to a person other than a Unit Owner or a tenant under a lease permitted hereunder.

The cost of maintaining, replacing and operating the Parking Garage and the Outdoor Parking Area shall be a General Common Expense and neither the Declarant nor the Association shall have the right to collect rent or any other periodic charges on or relating to a Parking License. Further, subject to the approval of not less than two-thirds (2/3rds) of the Unit Owners, the cost of maintenance of the Parking Garage may be treated as a Limited Common Expense to be shared pro rata by those Unit Owners having a Parking License or Licenses.

(b) This **Section 17.4** may not be amended without the prior written consent of the Declarant so long as it owns a Unit;

(c) The Parking Licenses shall terminate upon the termination of the Condominium.

Section 17.5 Architectural Committee. An architectural committee (the "Architectural Committee") composed of not less than three (3) Unit Owners may be established by the Executive Board from time to time. Said Architectural Committee shall have such authority as is delegated to it by the Executive Board, including but not limited to, the following:

(a) Approval of all Material Improvements, as required by **Sections 3.3** and **3.7**;

(b) Control of the use of and the covering of the interior surfaces of the glass of all doors and windows, whether by draperies, shades or other items visible on the exterior of the Building or visible from the outdoors, as permitted by **Section 3.5**;

(c) Approval of any potted plant or similar decoration which is visible from the outdoors and to be maintained upon any exterior door, window, Porch or any outside wall of the Building, as required by **Section 7.2(d)**;

(d) Approval of any awning or screen which is visible from the outdoors and to be placed, parked, stored or maintained within any Courtyard, as required by **Section 7.2(e)**;

(e) Approval of any modification of any landscaping initially installed by the Declarant in any Courtyard, as required by **Section 7.2(e)**;

(f) Approval of the subdivision of any Unit, as required by **Section 7.2(m)**;

(g) Approval of any Alteration of a Unit, as required by **Section 7.2(n)**;

(h) Approval of all window dressings including liners visible from the outside or from any other Unit, as required by **Section 7.2(r)(ii)**; and

(i) Authority granted to the Executive Board pursuant to **Section 7.2(s)**.

Nothing contained in this **Section 17.5** shall be construed to permit any alteration of a Unit, Common Element or Limited Common Element which is otherwise prohibited by this Declaration or any of the other Condominium Documents. If the Executive Board, or the Architectural Committee, if existing, fails to approve or disapprove any request submitted to it (or to otherwise request additional information) within thirty (30) days after receipt of said request, approval will not be required and this Section 17.5 shall be deemed to have been fully complied with. Nothing in this **Section 17.5** shall be construed to require any review of architectural and building decisions made by the Declarant with respect to any Unit before its initial sale. In carrying out the provisions of this **Section 17.5**, or any other Article of this Declaration, or any of the Rules and Regulations adopted and promulgated pursuant to the provisions hereof, the Executive Board, Architectural Committee, and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Unit during reasonable hours for the purpose of enforcing and administering those provisions or Rules and Regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon five (5) days' written notice to the Unit Owner or Unit Owners affected thereby to correct the deficiency. No one entering any such Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection.

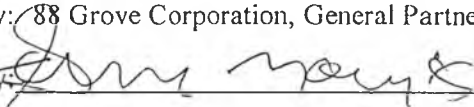
Section 17.6 Damage by Negligent or Willful Acts. In all events, if due to the negligent act or omission or willful misconduct of a Unit Owner, or of a resident, or of a member of the family or household pet or of a guest, invitee or other authorized occupant or visitor of such Unit Owner or resident, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or any other person is injured or property is damaged by such negligence, or maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then the pertinent Unit Owner shall have the obligation to pay for such damage or injury and such maintenance, repairs and replacements.

IN WITNESS WHEREOF, the said corporation has caused its name to be signed to these presents by its authorized officer on this 22nd day of May, 2001.

DECLARANT:

1660 MURRAY LIMITED PARTNERSHIP,
a Pennsylvania limited partnership

By: 88 Grove Corporation, General Partner

By:  _____

Steven Mosites, Jr., President

EXHIBIT A
DESCRIPTION OF PROPERTY

See attached

EXHIBIT "B"

TITLE EXCEPTIONS

[Any other easements permitted to be granted pursuant to this Declaration will be included on this Exhibit B prior to recording the Declaration]

EXHIBIT C
PLATS AND PLANS

See attached

EXHIBIT D

PERCENTAGE INTERESTS ALLOCATED TO UNITS

Unit	Approximate Net Area (square feet)	Percentage Common Interest
19	1,488	3.33
21	1,777	3.97
22	1,803	4.03
23	1,825	4.08
24	1,666	3.72
25	1,545	3.45
26	1,773	3.96
27	1,566	3.50
28	1,477	3.30
29	1,488	3.32
31	1,777	3.97
32	1,803	4.03
33	1,825	4.08
34	1,666	3.72
35	1,545	3.45
36	1,773	3.96
37	1,566	3.50
38	1,477	3.30
39	1,488	3.32
41	1,777	3.97
42	1,803	4.03
43	1,825	4.08
44	1,666	3.72
45	1,545	3.45
46	1,773	3.96
47	1,566	3.50
48	1,477	3.30
Total	44,760 square feet	100.00%



60 2008 00035303

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2008-35303

Recorded On: December 12, 2008 As-Deed Agreement

Parties: ONE 1660 1680 MURRAY AVE CONDO

To ONE 1660 1680 MURRAY AVE CONDO

of Pages: 5

Comment: AMEND DECL OF CONDO

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement		45.00
Pages > 4	0	
Names > 4	0	
Total:		45.00

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2008-35303
Receipt Number: 1250186
Recorded Date/Time: December 12, 2008 11:26:08A
Book-Vol/Pg: BK-DE VL-13811 PG-314
User / Station: K Hills - Cash Station 22

1660 1680 MURRAY AVE CONDO ASN
ATTN MARGARET K CHARNY SECRETARY
1660 MURRAY AVE
PITTSBURGH PA 15217



Valerie McDonald Roberts, Manager
Dan Onorato, Chief Executive

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF 1660/1680 MURRAY AVENUE, A CONDOMINIUM

WHEREAS, 1660/1680 Murray Avenue Condominium Association, is located in the 14th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was declared pursuant to the terms of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. § 3101, *et seq.*; and

WHEREAS, the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, was recorded with the Office of the Recorder of Deeds of Allegheny County, on the 25th day of May, 2001, at Deed Book Volume 11055, Page 563; and

WHEREAS, the Executive Board believes that it is in the best interest of the Association to adopt an Amendment to the Declaration providing restrictions on household pets; and

WHEREAS, the within Amendment to the Declaration was duly adopted at a meeting of the Unit Owners by an affirmative vote of a least sixty-seven (67%) percent of the votes entitled to be cast at 1660/1680 Murray Avenue, a Condominium, in accordance with Section 6.1 of the Declaration.

NOW, THEREFORE, the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, is hereby amended as follows:

SECTION 1: Article VII, Section 7.2(p) is hereby deleted in its entirety, and replaced with the following Section 7.2(p):

"(p) No household pets, animals, livestock, or reptiles of any kind, with the exception of one (1) single cat per Unit and/or tropical fish, may be raised, bred or kept in or on any portion of a Unit or on any portion of the Property. Visiting dogs may be permitted for a period not to exceed one (1) week upon prior approval of the Executive Board provided that the Unit Owner and/or Tenant is currently residing in the Unit when the dog is on site. No Unit Owner and/or Tenant may allow any visiting dog to roam at large or unleashed within the Property. Visiting dogs must be under the direct control of a person capable of controlling the dog. The Unit Owner and/or Tenant will be liable for any unreasonable noise or damage to person or property caused by any dog visiting the Unit. It is the absolute duty of the Unit Owner, Tenant and their invitees or guests to clean up after visiting dogs that have used any portion of the Property.

It shall be the responsibility of the Unit Owner and/or Tenant to ensure proper vaccination of all pets permitted hereunder, and to produce proof of same upon request of the Executive Board.

The Unit Owner and Tenant shall indemnify and hold the Association harmless from any and all liability and/or damage to persons or property caused by or due to pets permitted hereunder.

No animal shall be left unattended on a Porch and/or in a Courtyard; and, in any such instance, such Unit Owner shall be responsible for cleaning up after such animal, including but not limited to any Courtyard or Porch. It shall be the responsibility of the Unit Owner to keep any pet permitted hereunder leashed while on any open portion of the Common Areas.

The Executive Board shall make exceptions to this Section 7.2(p) as required by the Fair Housing Amendments Act and/or the Americans with Disabilities Act and/or other applicable State and Federal statute(s) as may be legislated in the future."

SECTION 2: All other provisions of the Declaration of Condominium of 1660/1680

Murray Avenue, a Condominium, shall remain in full force and effect.

Dated this 10th day of December, 2008.

1660/1680 Murray Avenue, a Condominium

Walter B. Rudow
President

Margaret K. Charny
Secretary

Mail to: 1660-1680 Murray Avenue Condominium Association
Attn: Margaret K. Charny, Secretary
1660 Murray Avenue
Pittsburgh, PA 15217



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2015-14953

BK-DE VL-15991 PG-567

Recorded On: May 29, 2015

As-Deed Agreement

Parties: ONE 1660 1680 MURRAY AVE CONDO ASN

To ONE 1660 1680 MURRAY AVE CONDO ASN

of Pages: 4

Comment: AMEND DECLARATION CONDO

***** THIS IS NOT A BILL *****

Deed Agreement 162.00
0
0
Total: 162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER
EXEMPT
Value

Certified On/By-> 05-29-2015 / S B
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2015-14953

Receipt Number: 2897713

Recorded Date/Time: May 29, 2015 10:14:34A

Book-Vol/Pg: BK-DE VL-15991 PG-567

User / Station: M Ward - Cash Station 22

E JOSEPH CHARNY

1660 MURRAY AV APT 45

PITTSBURGH PA 15217-1477



Jerry Tyskiewicz
Jerry Tyskiewicz, Acting Manager
Rich Fitzgerald, County Executive

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF 1660/1680 MURRAY AVENUE, A CONDOMINIUM

WHEREAS, 1660/1680 Murray Avenue Condominium Association, is located in the 14th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was declared pursuant to the terms of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. § 3101, *et seq.*; and

WHEREAS, the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, was recorded with the Office of the Recorder of Deeds of Allegheny County, on the 25th day of May, 2001, at Deed Book Volume 11055, Page 563; and

WHEREAS, the Executive Board believes that it is in the best interest of the Association to adopt an Amendment to the Declaration prohibiting smoking on any part of the Property, including the Units; and

WHEREAS, the within Amendment to the Declaration was duly adopted at a meeting of the Unit Owners by an affirmative vote of a least sixty-seven (67%) percent of the votes entitled to be cast at 1660/1680 Murray Avenue, a Condominium, in accordance with Section 6.1 of the Declaration.

NOW, THEREFORE, the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, is hereby amended as follows:

E JOSEPH CHARNY
1660 MURRAY AVE, APT 45
PITTSBURGH PA 15217-1477

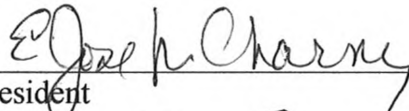
SECTION 1: The Declaration of Condominium of 1660/1680 Murray Avenue,
A Condominium, is hereby amended by adding the following language at Article VII,
Section 7.2 (z):

“Smoking Policy. Smoking of any legal or legally-restricted substances, except those medically prescribed, anywhere in the interior of the property of the 1660/1680 Murray Avenue Condominium Association, including all Common Areas and all Units (including living quarters and balconies), is expressly prohibited. This prohibition specifically includes cigarettes, cigars, pipes and electronic nicotine-delivery devices.

SECTION 2: All other provisions of the Declaration of Condominium of
1660/1680 Murray Avenue, a Condominium, shall remain in full force and effect.

Dated this 28 day of MAY, 2015.

1660/1680 Murray Avenue, a Condominium



President



Secretary



60 2015 00035239

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2015-35239

BK-DE VL-16192 PG-508

Recorded On: November 10, 2015 As-Deed Agreement

Parties: ONE 1660 1680 MURRAY AVE CONDO ASN

To ONE 1660 1680 MURRAY AVE CONDO ASN

of Pages: 4

Comment: AMEND DECLARATION CONDO

***** THIS IS NOT A BILL *****

Deed Agreement 162.00
0
0
Total: 162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 11-10-2015 / Scott Stickman
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2015-35239
Receipt Number: 2995743
Recorded Date/Time: November 10, 2015 02:52:38P
Book-Vol/Pg: BK-DE VL-16192 PG-508
User / Station: A Matthews - Cash Super 04

LISA BURKHART
BRANDT MILNES & REA
310 GRANT ST 1109 GRANT BLDG
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF 1660/1680 MURRAY AVENUE, A CONDOMINIUM

WHEREAS, 1660/1680 Murray Avenue Condominium Association, is located in the 14th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was declared pursuant to the terms of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. § 3101, *et seq.*; and

WHEREAS, the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, was recorded with the Office of the Recorder of Deeds of Allegheny County, on the 25th day of May, 2001, at Deed Book Volume 11055, Page 563; and

WHEREAS, Section 3302(a)(12) of the Pennsylvania Uniform Condominium Act of Pennsylvania provides that, subject to the provisions of the Declaration, the Association may impose a capital improvement fee on the resale or transfer of units; and

WHEREAS, the Executive Board believes that it is in the best interest of the Association to adopt a capital improvement fee (referred to herein as Initial Reserve Contribution Fee) in an effort to build and maintain an adequate reserve on behalf of the Association; and

WHEREAS, the within Amendment to the Declaration was duly adopted at a meeting of the Unit Owners by an affirmative vote of a least sixty-seven (67%) percent of the votes entitled to be cast at 1660/1680 Murray Avenue, a Condominium, in accordance with Section 6.1 of the Declaration.

NOW, THEREFORE, the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, is hereby amended as follows:

Mail to:
Lisa M. Burkhardt
Brandt Milnes & Nea
1109 Grant Bldg Psh PA 15219

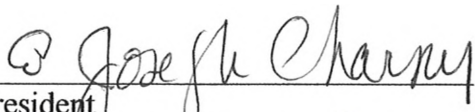
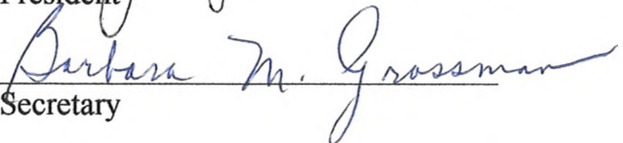
SECTION 1: The Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, by deleting Article IX, Section 9.3 in its entirety and replacing it with the following Article IX, Section 9.3:

“9.3 Initial Reserve Contribution Fee: Upon the resale or transfer of a Unit, the new Unit Owner(s) shall be responsible for the payment of an Initial Reserve Contribution Fee equal to two (2) times the amount of the current monthly common expenses allocated to that Unit at the time of resale or transfer. No Initial Reserve Contribution Fee shall be imposed on any gratuitous transfer of a unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a unit by foreclosure sale or deed in lieu of foreclosure to a second lending institution as defined by the Housing Finance Agency Law. The Initial Reserve Contribution Fee is a one-time, non-refundable fee and is separate and distinct from, and not applied toward, the monthly common expenses or other special assessments. The Initial Reserve Contribution Fee shall be paid from the proceeds of the closing, or in the event of a transfer without a formal closing, immediately upon the recording of a Deed to the Unit. Initial Reserve Contribution Fees are non-refundable upon any sale, conveyance or any other transfer of the title to a Unit, and are in addition to, and not a deposit of, all other annual assessments and special assessments levied in accordance with the Declaration and/or By-Laws of 1660/1680 Murray Avenue Condominium. All Initial Reserve Contribution Fees shall be deposited by the property manager and maintained in the reserve account of the Association.

SECTION 2: All other provisions of the Declaration of Condominium of 1660/1680 Murray Avenue, a Condominium, shall remain in full force and effect.

Dated this 4 day of NOVEMBER, 2015.

1660/1680 Murray Avenue, a Condominium


President

Secretary

