

*400 S Highland Ave*  
AMENDMENTS  
ATTACHED

DECLARATION OF CONDOMINIUM

for

400 SOUTH HIGHLAND AVENUE, A CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. MOTHERAL, INC., a Pennsylvania corporation, WILLARD C. SHINER and RUTH M. SHINER, his wife, and JAMES SHINER and AMY SHINER, his wife (hereinafter referred to jointly as the "Declarant"), hereby submits the real estate described in Exhibit "A" attached hereto, located in the Seventh Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, 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 create with respect to the Property a condominium, to be known as "400 South Highland Avenue, A Condominium" (the "Condominium").

Section 1.2. Easements and Licenses. The following are the recorded easements and licenses affecting the Real Estate hereby submitted to the Act:

a. Coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed or reserved by instruments of record; right of surface, lateral or subjacent support; or any surface subsidence.

b. Easements and servitudes apparent from an inspection of the premises.

c. Rights or claims of parties in actual possession of the property other than the owners.

d. Zoning ordinances of the City of Pittsburgh.

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. Terms Defined Herein. The following terms shall have specific meanings herein as follows:

a. "Association" is the unit owners' association of the Condominium which shall be known as the "400 South Highland Avenue Condominium Association."

b. "Building" refers to any building located on the Property.

c. "Common Elements" are all portions of the Property except the Units.

d. "Common Expenses" are those expenses for which the Association is responsible under this Declaration and the Act including, but not limited to: the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements; the cost of utilities which are not metered to a single Unit; costs of trash collection and removal; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all landscaping, snow removal and other services benefitting the Common Elements; the costs of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Common Elements and the directors, officers and agents of the Association; taxes paid by the Association; and the costs of any other expenses incurred by the Association for the common benefit of the Unit Owners.

e. "Condominium" is the Condominium described in Section 1.1 above.

f. "Declarant" the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

g. "Declaration" is this document, as the same may be amended from time to time.

h. "Executive Board" is the Executive Board of the Association.

i. "General Common Expenses" are all Common Expenses excluding Limited Expenses.

j. "Limited Common Elements" are any portions of the Common Elements which are described as such in the Act and/or identified as such in this Declaration, and/or shown on the Plats and Plans.

k. "Limited Expenses" is the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.4 of this Declaration.

l. "Percentage Interest" is the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached, as the same may be amended from time to time.

m. "Permitted Mortgage" is any mortgage to the seller of a Unit and a first mortgage to (i) the Declarant; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (iii) any

other mortgage approved by the Executive Board. A holder, insurer or guarantor of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

n. "Plats and Plans" are the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as Exhibit B.

o. "Property" is the Property described in Section 1.1 above.

p. "Reserved Common Elements" are any portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

q. "Unit" is a unit as described herein and shown in the Plats and Plans.

## ARTICLE II

### ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1. Plats and Plans. The location and dimensions of the Building and other improvements comprising the property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.

Section 2.2. Unit Identification, Percentage Interests and Votes. Attached hereto as Exhibit "C" is a list of all Units by their identifying numbers and the Percentage Interest allocated to each Unit, determined on the basis of size. The "size" of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the architect's working drawings (exclusive of interior partitions). In this Condominium, the interest for each Unit is expressed as a decimal equivalent of a fraction, the numerator of which is the number of square feet of space within the Unit, and the denominator of which is the number of square feet of space contained in all Units in the building. The Percentage Interest shall determine the share of Common Expense liability appurtenant to each Unit and the number of votes allocated to the Unit. Units shall have the designations set forth on Exhibit "C".

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows:

(a) Horizontal boundaries: The upper and lower (horizontal) boundaries of the Unit shall be the following extended to intersections with the vertical boundaries:

(1) Upper boundary: The horizontal plane of the lower surface of the ceiling of the Unit.

(2) Lower boundary: The horizontal plane of the upper surface of the floor of the Unit.

(b) Vertical boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries of the Unit, of the inside surface of the walls of the Unit (including the items described in the next section).

(c) Each Unit shall also consist of:

(1) The finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all doors and windows in exterior and perimeter walls, including the glass in window and door frames;

(2) All built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines or systems serving the Building, including furnaces, water heaters and ductwork and piping serving only one Unit; and

(3) All spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in §3202 of the Act which are appurtenant to the Unit.

**Section 2.4. Maintenance Responsibilities:** Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Structural repairs or replacements of all Common Elements, including but not limited to the roof and landscaped areas, shall be the responsibility of the Association, the costs to be charged as General Common Expenses. All costs of maintenance and repair (including structural problems) of Limited Common Elements shall be the responsibility of the owners of said Limited Common Elements, but structural changes and/or repairs shall be approved and supervised by the Association. In addition, the Association may provide for Association maintenance of unit components where such items involve matters of concern relative to the general health, safety and welfare of all occupants of the Building and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Association.

**Section 2.5. Relocation of Unit Boundaries:** Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject

to compliance with the provisions of §§3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §3215(c) of the Act may not result in more than ten (10) additional Units. Unit Owners may not subdivide Units after the initial purchase from Declarant. Declarant shall also have the right to convert Common Elements to Limited Common Elements.

### ARTICLE III

#### LIMITED AND RESERVED COMMON ELEMENTS

Section 3.1. Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as "Limited Common Elements" including the storage lockers, parking spaces and patios, balconies or porches. Declarant reserves the right to make the initial assignment of the parking spaces and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces and storage areas shall become appurtenant. The Declarant may assign such Limited Common Element parking spaces or storage areas pursuant to the provisions of Section 3209 of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Limited Common Element parking spaces may be owned only by a Unit Owner for use by the Unit Owner or a tenant who resides in the building. A Limited Common Element porch, balcony or patio shall be for the exclusive use of the Unit which is adjacent to and opens onto said area. The Owners of patios may install decks, roofs or other improvements at their own expense and the maintenance of said improvements shall also be at the sole expense of the Owner. However, if the deck must be removed to make repairs to Common Elements of the condominium, this shall be at the expense of the Association as a General Common Expense, unless the repairs were necessitated by the improvement.

Section 3.2. Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Included in the Reserved Common Elements shall be the laundry room and such other areas as the Executive Board may designate.

### ARTICLE IV

#### EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217, 3218 of the Act, the following easements are hereby created:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the

Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within 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. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, 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 shall include, without limitation, rights of Declarant, the Association, 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, 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.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

e. Construction Easement. Until the expiration of five (5) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. 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 5.2. Rights of Permitted Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of Permitted Mortgagees.

(a) The consent of sixty-seven (67%) percent of the Owners and Permitted Mortgagees shall be required to terminate the legal status of the condominium;

(b) The consent of sixty-seven (67%) percent of the Owners and fifty-one (51%) percent of the Permitted Mortgagees shall be required to add or amend any material provisions of the constituent documents of the condominium, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the Common Elements;
- (7) Boundaries of any Unit;
- (8) The reallocation of interests in the Common Elements or rights to its use;
- (9) Convertibility of Units into Common Elements or of Common Elements into Units;
- (10) Leasing of Units;
- (11) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her dwelling Unit;

- (12) Any provisions which are for the express benefit of Permitted Mortgagees or eligible insurers; and
- (13) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium.

(c) Any such amendment shall be effective upon recording in the Office of the Recorder of Deeds. The recital in any such amendment that it has been executed and acknowledged by the specific percentage of Owners shall be conclusive and binding on all persons.

(d) An addition or amendment of the Association documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. A Permitted Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from legal counsel, or from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of the Executive Board.

## ARTICLE VI

### USE RESTRICTIONS

6.1. 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. Residential Units. All Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes,



not inconsistent with all applicable laws, codes or ordinances. No Unit owner shall permit his Unit to be used or occupied for any prohibited purpose.

b. Signs. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single small, non-illuminated name sign on the door of a Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee. Unit Owners may not place such signs in their windows or anywhere on the Common Elements or Limited Common Elements.

c. Obstruction and Storage. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

d. Insurance Rates. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

e. Nuisance. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.

f. Architectural Controls. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.

g. Safety. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditaments without the unanimous consent of the Unit Owners affected thereby.

h. Animals. No animals of any kind shall be raised, bred or kept in the condominium, except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board.

6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, without incurring any liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

6.3. Rules and Regulations: Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be adopted from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. Prior to the adoption or amendment of the Rules and Regulations, other than the initial set of Rules and Regulations adopted by the first Executive Board, the Board shall give at least thirty (30) days' written notice to all Unit Owners of the proposed rules and regulations (or amendments) and provide all Unit Owners with an opportunity to comment on the proposed rules, either in writing or at a regular or special meeting of the Board prior to the adoption of the new Rules and Regulations.

6.4. Right of First Refusal. Any owner who wishes to sell his or her Unit shall, at least ten (10) days prior to accepting any offer to sell, give to the Association written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said ten-day period, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said ten-day period, time being of the essence, then the

Owner may sell his or her Unit to the original offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any holder of a mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage or any purchaser at a Sheriff's sale of the Unit or any mortgagee, or its designee, who accepts a Deed for the Unit in lieu of foreclosure, shall be exempt from the provisions of this section with respect to their obtaining title to the Unit. Thereafter they shall be subject to the provisions of this paragraph.

## ARTICLE VII

### MORTGAGES

7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, 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 this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) 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 Property other than within the affected Unit, and the 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. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee.

7.2. Eligibility. A Permitted Mortgagee shall be required to provide to the Association a statement of its name, address and the Unit mortgaged, insured or guaranteed in order to be an "eligible" holder, insurer or guarantor and entitled to the rights set forth in this section or elsewhere in this Declaration. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees.

7.3. Notice of Action. Upon written request to the Association, identifying the Unit and Owner, a Permitted Mortgagee shall be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such Permitted Mortgagee or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Permitted Mortgage or eligible insurer or guarantor which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the homeowners association; and

(d) Any proposed action which would require the consent of a specified percentage of Permitted Mortgagees as specified herein.

7.4. Limitations on Actions of Association. Unless at least two-thirds (2/3) of the Permitted Mortgagees give their consent, the Association is not entitled to take any of the following actions:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements owned, directly or indirectly, by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements is not a transfer in the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner.

(c) By act or omission change, waive or abandon any scheme of regulation or its enforcement pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the Common Elements, party walls, common fences and driveways, and the upkeep of lawns and plantings in the Condominium.

(d) Fail to maintain fire, and extended insurance coverage on the Common Elements on a current replacement cost basis in an amount at least 100% of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any Common Element for other than the repair, replacement or reconstruction of the Common Element.

7.5. Other Provisions for Permitted Mortgagees. To the extent permitted by applicable law, Permitted Mortgagees registered with the Association shall also be afforded the following rights:

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by Permitted Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Permitted Mortgagee mortgages.

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must require the approval of Permitted Mortgagees holding

mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to permitted mortgages.

(c) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of Permitted Mortgagees holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to permitted mortgages.

(d) When professional management has been previously required by any Permitted Mortgagee, any decision to terminate professional management by the homeowners association shall require the prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the homeowners association are allocated and the approval of Permitted Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to permitted mortgages.

7.6. Rights of Permitted Mortgagees: Upon the specific written request to the Executive Board identifying the Unit and Owner, the holder, insurer or guarantor of a permitted mortgage, the mortgagee 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 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 \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

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 thirty (30) 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 mortgagee or its 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 mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

## ARTICLE VIII

### LEASING

A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one year; (2) no Unit may be leased or subleased without a written lease or sublease on the form approved by the Allegheny County Bar Association, with Condominium Rider attached, or other form approved by the Executive Board; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

## ARTICLE IX

### BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1. Annual Budget. The Executive Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association in accordance with the provisions of the Act and the condominium documents (including, without limitation, Article V of the By-Laws).

9.2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, by way of illustration and not limitation, any Unit Owner's non-payment of his assessment), the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

9.3. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable

in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

9.4. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§3302(a) (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

9.5. Surplus. The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next monthly assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

9.6. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten percent of the Association's total budget for that fiscal year without the prior approval of a majority of the Unit Owners entitled to vote.

9.7. Reserve. After the initial budget prepared by Declarant, each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures, working capital and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement a sum equal to three (3) times the monthly common charge for that unit based on the current budget of the association, and shall remit such amount to the Association. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

9.8. Accounting. Within one hundred twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

9.9. Interest and Charges. All sums assessed by the Executive Board against any Unit Owner shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior

liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

9.10. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall be treated as if it were a Special Assessment under Section 9.2 hereof.

9.11. No Exemption on Waiver. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

9.12. Personal Liability of Unit Owners. All sums assessed by the Association as an Annual or Special Assessment, together with interest thereon at the then-maximum legal rate from the thirtieth (30th) day following adoption of the resolution fixing such assessment or from such date or dates (in the case of assessments payable in installments) as may be provided in such resolution, shall constitute the personal liability of the 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 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 the assessment or other charge on the date on which it is due. The delinquent Owner shall be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectable as such.

9.13. Unpaid Assessments upon Execution Sale Against a Unit. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the Sheriff's Sale, his successors and assigns, and any holder of a Permitted Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure.

9.14. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of Section 9.13 hereof (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may



have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act. Notwithstanding the foregoing, any holder of a Permitted Mortgage which comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses or Limited Expenses, or for fees, charges, late charges, fines and interest charged pursuant to Section 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Permitted Mortgagee in lieu of foreclosure, and any such charges may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners (including said Permitted Mortgagee which acquired such Unit in lieu of foreclosure).

## ARTICLE X

### DECLARANT'S RIGHTS

10.1. Control: Election of the members of the Executive Board shall be subject to the following conditions:

a. Until the 60th day after conveyance of four (4) Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than 60 days after conveyance of four (4) Units to Unit Owners other than Declarant, one of the three initial members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 180 days after twelve (12) of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board 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.

10.2. Declarant Owned Units: Declarant will only be required to pay its pro-rata share of actual operating expenses of the Building for any Units which it owns but which are not occupied by Declarant (or a tenant of Declarant).

## ARTICLE XI

### LIMITATION OF LIABILITY

11.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

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 such 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 or gross negligence;

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 or gross negligence;

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 or gross negligence in the performance of their duties; and

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.

11.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with 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 any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this

indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall 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.

11.3 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 the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

11.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

ATTEST:

MOTHERAL, INC.

BY: \_\_\_\_\_

\_\_\_\_\_  
(CORPORATE SEAL)

WITNESS:

\_\_\_\_\_  
WILLARD C. SHINER

\_\_\_\_\_  
RUTH M. SHINER

\_\_\_\_\_  
JAMES SHINER

\_\_\_\_\_  
AMY SHINER

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL those certain lots or parcels of ground, with the buildings and improvements thereon erected, situate in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more particularly described as follows:

PARCEL 1: BEGINNING on the southwesterly side of South Highland Avenue at a point distant 48.71 feet southeastwardly, measured along said side of South Highland Avenue from the southeasterly side of Walnut Street; thence along the said side of South Highland Avenue, southeastwardly a distance of 26.71 feet; thence southwestwardly at right angles to South Highland Avenue, a distance of 130 feet to the center line of a twenty (20) foot alley or way running parallel with South Highland Avenue; thence along said center line, northwestwardly 26.71 feet; thence northeastwardly at right angles to South Highland Avenue, a distance of 130 feet to South Highland Avenue at the PLACE OF BEGINNING.

BEING designated as Block 84-P, Lot 109 in the Allegheny County Deed Registry.

PARCEL 2: BEGINNING on the southwest corner of South Highland Avenue (formerly Highland Avenue) and Walnut Street at a point where the lines of said street intersect; thence along the line of Walnut Street, South 63° 47' West, a distance of 130.2 feet to the center of a twenty (20) foot alley running from said Walnut Street to Howe Street; thence along the center of said alley, South 22° 57' East and parallel to South Highland Avenue a distance of 41.29 feet to a point; thence at right angles to said alley and South Highland Avenue, North 67° 03' East, a distance of 130 feet to a point in the line of South Highland Avenue; thence along the line of South Highland Avenue, a distance of 48.71 feet to a point at the PLACE OF BEGINNING.

BEING designated as Block 84-P, Lot 111 in the Allegheny County Deed Registry.

BEING part of the same property which Gary R. Frauenholtz and Judith M. Ockerman (formerly Judith M. Frauenholtz), by their Deed dated December 30, 1986, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume \_\_\_\_\_, page \_\_\_\_\_, granted and conveyed MOTHERAL, INC., one of the Declarants herein.

EXHIBIT B

THE PLATS AND PLANS FOR 400 SOUTH HIGHLAND AVENUE, A CONDOMINIUM  
WERE RECORDED CONTEMPORANEOUSLY HEREWITH  
IN THE OFFICE OF THE RECORDER OF DEEDS  
OF ALLEGHENY COUNTY, PENNSYLVANIA

EXHIBIT C

400 SOUTH HIGHLAND AVENUE, A CONDOMINIUM

INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT

<u>Unit No.</u>	<u>Percentage Interest</u>
1	.10028%
2	.05826%
3	.05253%
4	.06446%
5	.05062%
6	.05253%
7	.12415%
8	.10123%
9	.08691%
10	.05157%
11	.04059%
12	.10601%
B-1	.05348%
B-2	<u>.05738%</u>
TOTAL	100.00000%

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF ALLEGHENY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1987, before me, a Notary Public, the undersigned officer, personally appeared G. BRINTON MOTHERAL, III, the President of Motheral, Inc., a Pennsylvania corporation, and on behalf of said corporation acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\* \* \* \* \*

COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF ALLEGHENY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1987, before me, a Notary Public, the undersigned officer, personally appeared WILLARD C. SHINER and RUTH M. SHINER, his wife, and JAMES SHINER and AMY SHINER, his wife, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



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

Instrument Number: 2009-14539

Recorded On: June 22, 2009

As-Deed Agreement

Parties: FOUR 400 SOUTH HIGHLAND AVE CONDO ASN

To FOUR 400 SOUTH HIGHLAND AVE CONDO ASN

# of Pages: 4

Comment: AMENDMENT DEC OF CONDO

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

Deed Agreement	65.00
Pages > 4	0
Names > 4	0
Total:	65.00

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: 2009-14539  
 Receipt Number: 1370048  
 Recorded Date/Time: June 22, 2009 12:16:18P  
 Book-Vol/Pg: BK-DE VL-13960 PG-167  
 User / Station: C Carson - Cash Super 06

BRANDT MILNES & REA P C  
 LISA M BURKHART ESQ  
 1109 GRANT BLDG, 310 GRANT ST  
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager  
Dan Onorato, Chief Executive



**AMENDMENT TO DECLARATION OF CONDOMINIUM  
400 SOUTH HIGHLAND AVENUE CONDOMINIUM  
PITTSBURGH, PA 15206**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is being made as of the 17th day of September, 2007, by 400 SOUTH HIGHLAND AVENUE CONDOMINIUM ASSOCIATION, a business corporation organized under the laws of the Commonwealth of Pennsylvania, and having a place of business at 400 South Highland Avenue, Pittsburgh, PA 15206, for the purposes hereinafter set forth.

WHEREAS, the Declaration of Condominium for 400 South Highland Avenue Condominium was filed in the office of the Recorder of Deeds for Allegheny County, Pennsylvania, in September, 1987.

WHEREAS, the Declaration of Condominium set forth certain restrictions in the Rules and Regulations, Section A, Paragraphs 16, 17, and 18, which restrictions are amended hereby.

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

1. Section A, Paragraphs 16, 17, and 18 are hereby amended to read as follows:

“16. Smoking is not permitted in any of the Units or interior Common Elements of the property known as 400 South Highland Avenue.

17. These Rules and Regulations are adopted pursuant to the Declaration of Condominium and By-Laws and may be enforced in accordance with those documents.

18. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.”

WHEREAS, the Declaration of Condominium set forth certain remedies in the By-Laws, Article VI, Section 6.1 b., which relief is amended hereby.

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

2. Article VI, Section 6.1 b., is hereby amended to read as follows:

“b. Costs and Attorney's Fees. In any proceedings arising out of any alleged default or violation by Unit Owners, lessees, subleetees, and occupants of the Units and of the Common Elements and their agents, employees and invitees, the association shall be entitled to recover the costs of such proceedings, including but not limited to litigation expenses, court costs, fines, and attorney's fees from the Unit Owner responsible for the default or violation.

EXCEPT as set forth herein, the Declaration of Condominium for 400 South Highland Avenue Condominium Association shall remain in full force and effect, unchanged and unaltered hereby.

WITNESS the due execution of this Amendment to Declaration of Condominium for 400 South Highland Avenue Condominium Association the day and year first above set forth.

ATTEST:

*Rehaufig. Needine*  
Name:  
Title: Secretary

By *Melina Perchevaly*  
Name:  
Title: President

Consented and agreed to by the owners of more than fifty percent of the aggregate Percentage Interests in the Condominium this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

WITNESSES:

*Gail Mallery*  
Name: *Gail Mallery, Board Member*  
Unit No.: *1*

*David W. Matta*  
Name: *David W. Matta, Board Member*  
Unit No.: *2*

**CERTIFICATE**

We, Melvin Pichosky, President of the 400 South Highland Avenue Condominium Association, and Richard Terdine, Secretary of the 400 South Highland Avenue Condominium Association hereby certify that the foregoing Amendment to the Code of Regulations governing the 400 South Highland Avenue Condominium Association has been consented to by at least a majority of the Unit Owners entitled to cast a vote at the 400 South Highland Avenue Condominium Association.

Dated this 2<sup>ND</sup> day of JUNE, 2009.

Melvin Pichosky  
President  
Richard Terdine  
Secretary

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY )

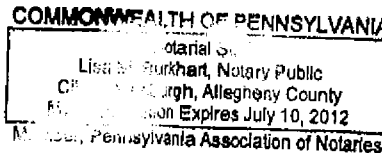
On this, the 2nd day of June, 2009, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Melvin Pichosky, President of the 400 South Highland Avenue Condominium Association, and Richard Terdine, Secretary of the 400 South Highland Avenue Condominium Association, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

Lisa M. Burkhardt  
Notary Public Lisa M. Burkhardt

My Commission Expires: 7/10/12

MAIL TO:  
Lisa M. Burkhardt, Esquire  
BRANDT, MILNES & REA, P.C.  
1109 Grant Building  
310 Grant Street  
Pittsburgh, PA 15219





60 2009 00014540

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

Instrument Number: 2009-14540

Recorded On: June 22, 2009

As-Deed Agreement

Parties: FOUR 400 SOUTH HIGHLAND AVE CONDO ASN

To FOUR 400 SOUTH HIGHLAND AVE CONDO ASN

# of Pages: 4

Comment: AMENDMENT DEC OF CONDO

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

Deed Agreement	65.00
Pages > 4	0
Names > 4	0
Total:	65.00

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: 2009-14540  
 Receipt Number: 1370048  
 Recorded Date/Time: June 22, 2009 12:16:18P  
 Book-Vol/Pg: BK-DE VL-13960 PG-171  
 User / Station: C Carson - Cash Super 06

BRANDT MILNES & REA P C  
 LISA M BURKHART ESQ  
 1109 GRANT BLDG, 310 GRANT ST  
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager  
Dan Onorato, Chief Executive

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR 400 SOUTH  
HIGHLAND AVENUE, A CONDOMINIUM

WHEREAS, The 400 South Highland Avenue Condominium Association is located in the Seventh (7<sup>th</sup>) Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania and was enacted and declared pursuant to the provisions of the Uniform Condominium Act of Pennsylvania (68 Pa. C.S.A. §3101, *et seq.*), by the recording of a Declaration of Condominium dated 11/27/1987, recorded in the Office of the Recorder of Deeds of Allegheny County at Deed Book Volume 7687, Page 354; and

WHEREAS, the Declaration provides, at Article V, Section 5.1, that the Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Uniform Condominium Act of Pennsylvania; and

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania, provides, in relevant part, that the Declaration may be amended only by vote or agreement of Unit Owners of units to which at least sixty-seven (67%) percent of the votes in the Association are allocated; and

WHEREAS, the Declaration of Condominium for 400 South Highland Avenue provides, at Article VI, Section 6.4, that the Association shall have a Right of First Refusal; and


WHEREAS, it has been brought to the attention of the Executive Board that the Right of First Refusal in Condominium Documents may create a problem with respect to the issuance of a mortgage as to a condominium unit located within the Association; and

WHEREAS, for the reasons set forth herein, the Association wishes to amend the Declaration of Condominium for 400 South Highland Avenue to remove the Right of First Refusal set forth at Section 6.4 of the Declaration.

NOW, THEREFORE, upon an affirmative vote of at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at the 400 South Highland Avenue Condominium Association, the Declaration of Condominium for 400 South Highland Avenue is hereby amended by deleting Article VI, Section 6.4, in its entirety.

All remaining provisions of the Declaration of Condominium, By-Laws and Rules & Regulations of the 400 South Highland Avenue Condominium Association shall remain in full force and effect. This Amendment shall become effective upon the date of recording with the Allegheny County Department of Real Estate (formerly known as Allegheny County Recorder of Deeds).

IN WITNESS WHEREOF, the undersigned officers of the 400 South Highland Avenue Condominium Association hereby execute the within Amendment this 29<sup>th</sup> day of May, 2009.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

MAIL TO:

Lisa M. Burkhart, Esquire  
BFRANDT, MILNES & REA, P.C.  
1109 Grant Building  
310 Grant Street  
Pittsburgh, PA 15219

CERTIFICATE

We, Melvin Pirchesky President of the 400 South Highland Avenue Condominium Association, and Richard Terdine, Secretary of the 400 South Highland Avenue Condominium Association hereby certify that the foregoing Amendment to the Code of Regulations governing the 400 South Highland Avenue Condominium Association has been consented to by at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at the 400 South Highland Avenue Condominium Association.

Dated this 29<sup>th</sup> day of May, 2009.

Melvin Pirchesky  
President

Richard Terdine  
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY )

On this, the 29<sup>th</sup> day of May, 2009, a Notary Public in and

for the Commonwealth of Pennsylvania, personally appeared Melvin Pirchesky, President of the 400 South Highland Avenue Condominium Association, and Richard Terdine Secretary of the 400 South Highland Avenue Condominium Association, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

Lisa M. Burkhart  
Notary Public

My Commission Expires: 7/10/12

