

# AMENDED DECLARATION OF THE ATRIUM CONDOMINIUM

October 24, 2012

WHEREAS, The Atrium Condominium is located in the Fourth Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was created by the recording of a Declaration of Condominium to be known as The Atrium, at the Allegheny County Recorder of Deeds Office at Deed Book Volume 6121, Page 43; and

WHEREAS, the within Amended Declaration has been adopted by the Unit Owners in Accordance with the Declaration and Code of Regulations of The Atrium and the laws of the Commonwealth of Pennsylvania.

## ARTICLE 1

### Submission of Property

On June 19, 1979, Oakland Towers Ltd., a limited partnership, by its general partner, Apartment Builders, Inc. ("the Declarant"), submitted the Property described in Article 4 below to the provisions of the Pennsylvania Unit Property Act, 68 P.S. § 700.101 *et seq.*

Effective July 2, 1980, the Pennsylvania Legislature adopted Public Law 286, codified at 68 Pa. C.S. § 3101 *et seq.*, commonly known as the Pennsylvania Uniform Condominium Act.

The Association is the successor-in-interest to the Declarant, having been formed pursuant to the Pennsylvania Unit Property Act on June 19, 1979. By amendment to the Declaration, Recorded on January 18, 2013, at the Allegheny County Department of Real Estate, at Deed Book Volume 15131, Page 424 *et seq.*, the Association agreed to submit the Property to the provisions of the Pennsylvania Uniform Condominium Act (hereinafter "the Act") for the purpose of administering, managing, and maintaining The Atrium Condominium.

## ARTICLE 2

### Definitions

Capitalized words and phrases used in this Amended Declaration and in other Association Documents have the meanings given in Exhibit D (attached hereto and made a part hereof.) Any capitalized words and phrases not defined in Exhibit D will have the meanings set forth in the Act.

## ARTICLE 3

### General Provisions

- A. Severability. All provisions of this Amended Declaration are severable. If any provision of this Amended Declaration is held invalid, the validity of the remaining provisions will not be affected.

- B. Captions. The captions in this Amended Declaration are inserted only as a matter of convenience and in no way define, limit, or describe the scope of the Amended Declaration or the intent of any of its provisions.
- C. Gender and Number. All uses of the masculine pronoun include the feminine and neuter pronouns, and all uses of the singular number include the plural number and vice versa, unless in either instance, the context clearly indicates otherwise.
- D. Conflicts. This Amended Declaration is intended to comply with the provisions of the Act in effect as of the date on which this document is Recorded. In the event of any conflict between this Amended Declaration and the Act, the provisions of the Act shall control. To the extent of any conflict between this Amended Declaration and the Bylaws, this Amended Declaration will control. This Amended Declaration is intended to repeal and replace, in its entirety, the original Declaration of Condominium of The Atrium.
- E. Waiver. The failure of the Association, the Board, an Officer, or a Unit Owner to enforce any provision of this Amended Declaration will not constitute a precedent or waive the right to enforce such a provision in the future.
- F. Effective Date. This Amended Declaration will become effective immediately upon the date of Recording and publication to the Unit Owners.

ARTICLE 4  
Name and Descriptions

- A. Name of the Property. The Property shall be known as "The Atrium Condominium."
- B. Description of the Property. The Property submitted to the condominium form of ownership under the Act is legally described in Exhibit A (attached hereto and made a part hereof) and in the Declaration Plan, Exhibit B (attached hereto and made a part hereof). The Property consists of real estate, Units, Parking Spaces, Common Elements, and Limited Common Elements as shown on the Declaration Plan.

ARTICLE 5  
Units and Ownership Interest

- A. Units. The Building incorporates eighty-seven Units, each of which is identified by a Unit Number as shown on the Declaration Plan and in Exhibit C (attached hereto and made a part hereof.)
- B. Boundaries. The Boundaries of each Unit are defined in Exhibit D.

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- C. Common Elements. The Common Elements, as defined in Exhibit D, consist of all portions of the Property held in common by the members of the Association which are intended to be used in common by all Owners and any portion of the Property identified as a Common Element in other provisions of this Amended Declaration, the Declaration Plan, and the Bylaws. No Common Element or portion thereof may be transferred to any Unit, nor any Limited Common Element created from the Common Elements, except as provided in this Amended Declaration, the Bylaws or the Act.
- D. Limited Common Elements. The Limited Common Elements, as defined in Exhibit D, consist of those portions of the Common Elements restricted to the use of one or more, but less than all, the Units and any portion of the Property identified as a Limited Common Element in other provisions of this Amended Declaration, the Declaration Plan, the Bylaws, or the Act.
- E. Ownership Interest. The total undivided interest of all the Owners in the Common Elements equals one hundred percent (100%), referred to as the "Total Ownership Interest." Each Unit Owner owns an undivided interest in the Common Elements expressed as a percentage (the "Percentage Interest"), as defined in Exhibit D and allocated as shown in Exhibit C. The Percentage Interest runs with the title to each Unit and may not be separated from the title.
- F. Unit Subdivision and Merger.
- (1) A Unit may not be subdivided into separate units and only an entire Unit may be merged with an adjacent Unit into a single dwelling.
  - (2) No portion less than an entire Unit may be sold or otherwise transferred.
  - (3) The merger of two or more adjacent Units into a single dwelling does not affect the Percentage Interest allocated to each Unit prior to the merger and the Percentage Interest of multiple Units merged into a single dwelling will be voted only as one vote.
  - (4) In the event an Owner wishes to return Units previously merged into separate dwellings, each Unit must be returned to its original Boundaries, each with the original Percentage Interest assigned to the individual Units as shown in Exhibit C.
  - (5) Any proposed merger of Units or separation of previously merged Units must be approved in advance by the Board in writing.

ARTICLE 6  
Use, Purpose, and Restrictions

- A. The Property, including the Building, the Units, the Parking Spaces, the Limited Common Elements, and the Common Elements, is intended to be used for the following purposes, and its use is restricted as follows.

B. General.

- (1) No noxious, offensive or illegal activity may be conducted in any Common Element or in any Unit, including its Limited Common Elements, nor may anything be done on the Property which may be or may become an unreasonable annoyance or nuisance to other Unit Owners. Determining that an activity is noxious, offensive, possibly illegal or creates an unreasonable annoyance or nuisance is at the sole discretion of the Board.
- (2) Trash and other waste will be disposed of only as prescribed in the Bylaws and House Rules, subject at all times to the legal restrictions of the City of Pittsburgh, Allegheny County, and the Commonwealth of Pennsylvania.
- (3) An Owner may not keep any flammable or hazardous materials in his Unit, in his Parking Space(s), in the Limited Common Elements associated with his Unit (including the balcony and storage locker), or in any part of the Common Elements, nor shall an Owner take any action which would result in an increase and/or cancellation of the insurance policies maintained by the Association.

C. Unit Restrictions.

- (1) Each Unit is restricted to residential use by the Owner, his Family, temporary guests, or Tenants as set forth in more detail in the provisions of the Bylaws regarding use restrictions.
- (2) Units may be leased only under the circumstances and for the periods set forth in the relevant provisions of the Bylaws.
- (3) A Unit may not be owned as a time-share estate.
- (4) Other restrictions on the use of Units may be promulgated by
  - (a) amendment of the Bylaws by the vote of a Majority of the Total Ownership Interest or
  - (b) amendment of the House Rules by the Board.

D. Parking Space Restrictions.

- (1) A Parking Space may be used only for vehicle parking by its Owner, his Family, guests, invitees, or Tenants in accordance with the Bylaws and the House Rules.
- (2) A Parking Space may be leased or rented only to another Resident and a copy of the lease must be immediately filed in the Atrium Office for use in enforcing House Rules concerning use of the Garage.
- (3) A Parking Space may be sold or otherwise permanently transferred only to another Owner and only after written notice to the Board.

- (4) An Owner may not sell or otherwise permanently transfer a Parking Space if, as a result, his Unit would not have at least one Parking Space.
- (5) The sale or other permanent transfer of a Parking Space from one Owner to another will not become effective until
  - (a) the transfer is Recorded with the Allegheny County Department of Real Estate at the expense of the affected Owners, and
  - (b) the records of the Association are amended at the expense of the affected Owners to show the change in the Owner's Total Interest of each Unit affected by the transfer.

E. Storage Locker Restrictions.

- (1) A storage locker may not be sold or otherwise permanently transferred away from the Unit to which it is assigned by the Association.
- (2) In the event a Unit Owner wishes to make his storage locker available to another Resident for that Resident's exclusive use, the Owner must inform the Board in writing of the arrangements made so the House Rules pertaining to the use of storage lockers may be properly enforced.
- (3) An Owner may install his own lock on the storage locker assigned to him and provide a duplicate key to the Atrium Office for use in an emergency. If an Owner refuses or neglects to provide such a duplicate key, the Owner will be responsible for all repairs required if the locker is damaged as the result of an emergency forced entry.

F. Common Elements Restrictions.

- (1) The Common Elements may be used by the Association, the tenant of the Rental Apartment, and Unit Owners, their Families, guests, invitees, and Tenants, subject to the Bylaws and the House Rules.
- (2) An occupant of the Building may not use a Common Element in any way which, in the opinion of the Board, unduly burdens or interferes with the use and occupancy of any Unit or with the use of the Common Element by the Association or by another Resident or Tenant.
- (3) Common Elements may not be obstructed or altered in any way, nor may anything be stored on, in or around the Common Elements without the prior written consent of the Board.
- (4) The Rental Apartment and the Guest Rooms may be used only in accordance with the Bylaws and the House Rules.

ARTICLE 7  
Membership, Voting and Governance

- A. Each Unit Owner is a member of the Association and membership in the Association cannot be separated from ownership of the Unit.
- B. The Association will have one class of voting.
- C. With regard to any matter which requires a formal vote of the Unit Owners, each vote is equal to the percentage of the Owner's Total Interest.
- D. Subject to the rights of Owners set forth in the Act, this Amended Declaration, and the Bylaws, the affairs of the Association will be managed by The Atrium Condominium Executive Board which has the powers, fiduciary status, and limitations on authority set forth in Section 3303 of the Act pertaining to the executive board members and officers of a condominium.
- E. The qualifications of Board members, composition of the Board, nomination and election procedures, term of office, powers and authority, together with related provisions, are set forth in the Bylaws.

ARTICLE 8  
Annual Assessments and Special Assessments

- A. Each Owner, by acceptance of a deed to his Unit, whether or not expressed in the deed, agrees to pay to the Association the Annual Assessment and other charges as may be levied by the Board to cover his proportional share of Common Expenses incurred in maintaining, improving, and managing the Property.
- B. Each Owner, by acceptance of a deed to his Unit, whether or not expressed in the deed, further agrees to pay to the Association any Special Assessment for extraordinary expenses or Capital Expenditures that may be levied in accordance with this Amended Declaration, the Bylaws or the Act. Except as expressly provided otherwise in the Bylaws, the Board will have authority to levy Special Assessments in accordance with the Act.
- C. Each Owner's Annual Assessment and any Special Assessment will be the percentage of the Common Expenses or total Special Assessment equal to that Owner's Total Interest and are due and payable as set forth in the provisions of the Bylaws regarding fiscal management. An Owner is not exempt from liability for the Annual Assessment or any Special Assessment by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.
- D. The Annual Assessment and any Special Assessment will run with the land and are a continuing lien upon the Unit (including its Limited Common Elements) against which such assessments are made. The assessments may be enforced by the Association in any court having jurisdiction, as provided by the Act.

- E. The Limited Common Elements are not subject to a separate annual assessment.

ARTICLE 9  
Encroachments

- A. To the extent any Unit, Limited Common Element, or Common Element encroaches on any other Unit, Limited Common Element, or Common Element, a valid easement for the encroachment exists.
- B. In the event the Building is partially or totally destroyed and then rebuilt, encroachments of portions of Units, Limited Common Elements, or Common Elements described above due to construction will be permitted, and a valid easement for such encroachments and their maintenance will exist.
- C. The encroachments described in this Article are not to be construed as encumbrances affecting the marketability of any Unit.

ARTICLE 10  
Easements

- A. Unit Owners' Easement Rights.

The following easements are subject to the Board's right to reasonably regulate use of the Common Elements:

- (1) Each Unit Owner has an easement on, over, and through the Common Elements for the purpose of assuring adequate and uninterrupted access to and maintenance of his Unit. Such easements are deemed to be part of, and will pass with, title to the Unit, subject to the right of the Board to make reasonable restrictions, such as number of persons, time of use, etc., upon use of the Common Elements.
- (2) Each Owner has an easement in common with all other Owners to use, as necessary, all pipes, wires, ducts, cables, conduits, chimneys, and public utility lines which constitute Common Elements.
- (3) Each Owner has an easement in common with all other Owners to repair or renovate, as necessary and at his expense, those portions of the Common Elements identified in the previous sentence beginning at the point that they cross any Boundary of his Unit, that is, from the point at which they become Limited Common Elements, *provided, however*, that such repairs or renovations may not adversely affect the use of the Common Elements by any other Owner or the Association.

- (4) Each Unit is subject to, and has, such easements of support and shelter from and over such other Units as may be necessary for the quiet enjoyment of the Unit and necessary for the continuance and maintenance of structural Common Elements.
- B. An Owner who exercises his easement rights under this Article, either directly or indirectly through another, will, at the direction of the Board, promptly return any portion of the Common Elements or other Unit(s) damaged by the exercise of those rights to the appearance, condition and function which existed prior to the exercise of the easement or will promptly reimburse all reasonable costs and expenses incurred by another Unit Owner or the Association in returning the damaged portion of the Common Elements or other Unit(s) to the original appearance, condition and function.
- C. Association Easement Rights.
- (1) The Association, acting through the Board, has the right to establish additional utility and other easements in the Common Elements and in each Unit and its Limited Common Elements for the purpose of adding services or utilities to the Common Elements.
- (2) The Association, acting through the Board, has a perpetual easement over the entire Property for the maintenance of the Common Elements and for those portions of the Limited Common Elements for which the Association is responsible.
- (3) The Association, acting through the Board, has a reasonable right of entry into any Unit for the purpose of inspecting, removing violations, making emergency repairs, performing other work which is the responsibility of the Association under the Bylaws, and taking any other actions which are reasonably necessary for the health and safety of the Residents or for the safe and proper maintenance or operation of the Building, the Property, the Common Elements, or other Units, including their Limited Common Elements. Such entry will be at a time mutually agreeable to the Board and the Owner except in cases of emergency originating in or threatening the Unit, other Units or the Common Elements, in which case entry may be made whether or not the Owner is present or has given prior approval for such entry.
- (4) Each Owner, Tenant, and Resident explicitly provides an easement to and through his Unit to the Association, acting through the Board, for the purposes of servicing and maintaining
- (a) the heat pump and related equipment for the Unit;
  - (b) the walls, railings, lintels and unmodified floors of the balcony of the Unit; and
  - (c) any other Common Element or Limited Common Element reasonably accessible only through the Unit.



- D. Other Easements. As of the date on which this Amended Declaration is Recorded, the Association has entered into agreements with the Owners of Units 814 and 914, previously Recorded with the Department of Real Estate, Allegheny County, at Deed Book 8539, Pages 620-623, and Deed Book 8514, Pages 411-414, respectively. Each agreement provides the Owner a service easement through Demising Walls and the Building roof in order to maintain certain privately owned heating and air conditioning equipment associated solely with those Units. Copies of those easement agreements are attached as Exhibits E and F and incorporated herein by reference. Should the Association enter into additional easement agreements with other Owners in the future, those agreements will be Recorded and incorporated into this Amended Declaration by reference.

ARTICLE 11  
Taxes

- A. Pursuant to Section 3105 of the Act, each Unit, its Parking Space(s), its associated Limited Common Elements, and the Percentage Interest allocated to the Unit is to be assessed separately for real estate taxes imposed by any taxing agency and such taxes are payable by the Owner of the Unit.
- B. Taxes imposed by any taxing agency on the Property as a whole, excluding those interests described in the previous Paragraph, will be considered a Common Expense and will be paid by the Association.
- C. Taxes imposed by any taxing agency on income received by the Association from the rental of any Common Element, interest income, or similar income payable to the Association as a whole, will be considered a Common Expense and will be paid by the Association.

ARTICLE 12  
Mortgages

- A. An Owner may encumber his Unit, his Parking Space(s), the associated Limited Common Elements, and his Percentage Interest only to a mortgage lien which is a Qualified Mortgage.
- B. Whether or not it expressly states, each Qualified Mortgage is subject to the terms and conditions of the Act and the Association Documents.
- C. No provision of this Amended Declaration will be construed to give an Owner or any other party priority over any rights of a Qualified Mortgagee of a Unit to a distribution of insurance proceeds or condemnation awards for loss to or taking of one or more Units or any part of the Common Elements if such priority is inconsistent with the Qualified Mortgagee's loan documents.
- D. Whether or not it so states, a Qualified Mortgage must be pre-payable, without penalty, upon termination of The Atrium Condominium or the determination not to restore the mortgaged Unit.

E. Registration of Mortgage.

- (1) An Owner may not enter into any mortgage unless he has first notified the Secretary of the name and address of the proposed mortgagee so as to constitute the mortgage a Qualified Mortgage.
- (2) Upon being notified of a Qualified Mortgage, the Secretary will direct the insurer of the Property to add the name of the Qualified Mortgagee to the mortgagee loss payable provision of the property insurance policy covering the Property and to provide the Qualified Mortgagee with a certificate of insurance showing that the Qualified Mortgagee's name has been added.
- (3) The Secretary will maintain a register of Qualified Mortgages showing the names and addresses of the Qualified Mortgagees.
- (4) Upon satisfaction of a Qualified Mortgage, the Owner of the Unit will advise the Secretary who will in turn advise the insurer of the Property to remove the Qualified Mortgagee from the mortgage loss payable provision of the insurance policy maintained by the Association on the Property.

F. Rights of a Qualified Mortgagee. A Qualified Mortgagee has only those rights expressly permitted by Section 3221 of the Act. The Qualified Mortgagee will have no right to:

- (1) participate in the adjustment of losses with insurers;
- (2) participate in the decision whether or not, or how to, repair or restore damage to or destruction of the Property;
- (3) 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 mortgaged Unit;
- (4) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to the Owner of the Unit encumbered by the Qualified Mortgage pursuant to Section 3312(g) of the Act or of other insurance if the proceeds exceed the cost of repair or restoration being received by the Owner of the mortgaged Unit;
- (5) deny or delegate control over the general administrative affairs of the Association by the Owners or the Board; or
- (6) prevent the Association or the Board from commencing, intervening in or settling any litigation or proceeding, or from receiving and distributing any insurance proceeds pursuant to Section 3312 of the Act.

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- G. Documents Available to Qualified Mortgagees. Upon the written request of the Qualified Mortgagee or of the Owner of a Unit covered by a Qualified Mortgage, a Qualified Mortgagee may receive copies of:
- (1) the current Amended Declaration, Bylaws and House Rules;
  - (2) the current Operating Budget, Capital Expenditures plan, and Notices of the Annual Assessment or any Special Assessment;
  - (3) the annual financial review or periodic audit report provided for in the Bylaws;
  - (4) insurance policies maintained by the Association on the Property and Notice of the lapse, cancellation or material modification of the Association insurance policies;
  - (5) Notices of material amendments to the Amended Declaration or the Bylaws;
  - (6) notice of damage to or destruction of the Unit encumbered by the Qualified Mortgage held by that Qualified Mortgagee;
  - (7) notice of any condemnation or eminent domain proceedings with respect to any part of the Property; and
  - (8) notice of the Board's decision to terminate professional management and assume self-management of the Property.
- H. The Board or the Managing Agent may impose reasonable charges on the Owner for providing the documents described in Paragraph G.
- I. The Board and the Managing Agent have no duty to inquire into the validity of any request made by a Qualified Mortgagee under Paragraph G.
- J. The failure of the Board or any Officer to comply with the requirements stated in this Article will not invalidate any otherwise proper action of the Association or the Board.

ARTICLE 13  
Utilities and Services

- A. Association Responsibilities.
- (1) Water, sewerage, electric, gas, trash removal and basic television electronic distribution services that benefit the Building, the Property and/or the Association as a whole are considered Common Expenses.
  - (2) The Association will provide routine security, janitorial, and administrative services, the costs of which are a Common Expense.

- (3) The cost of any services not provided to the Building, Property, or Units as of the date on which this Amended Declaration is recorded will be allocated between Common Expenses and individual Owner expenses at the time such additional services are acquired, as deemed by the Board to be in the best interests of the Association as a whole.

B. Owner Responsibilities.

- (1) Each Owner will pay for electrical service to his Unit and associated Limited Common Elements.
- (2) Each Unit Owner may contract directly for and will pay for telephone service to his Unit and for cable television service above the level of service which the Board determines should be provided by the Association.

ARTICLE 14  
Insurance

A. Types of Insurance.

- (1) The Association, acting through the Board, will maintain, to the extent reasonably available, the forms of insurance described in Section 3312 of the Act and in Paragraphs C through E below.
- (2) The premiums for such common insurance will be a Common Expense to be paid through the Annual Assessment on each Unit, notwithstanding the provisions of Section 3314(c) of the Act.
- (3) Each insurance policy described in Paragraphs C through F below will be obtained in the name of the Board as trustee for all of the Owners and their Qualified Mortgagees.
- (4) Unless otherwise explicitly stated below, the amount and scope of coverage obtained through any insurance policy will be determined by the Board in its best judgment and with the advice of the Association's insurance agent and the Managing Agent.

B. Information for Owners.

- (1) At least once each fiscal year, the Board, in conjunction with the Managing Agent and the Association's insurance agent, will review the coverage provided by each type of insurance and will adjust the amount of coverage as it determines to be in the best interests of the Association.
- (2) At least once each fiscal year, the Board will advise the Owners, in writing, of the types of coverage in effect, the premiums for each to be paid during that fiscal year, and the amount of the deductible, if any, for each policy.

- (3) If either the property insurance or comprehensive general liability insurance described below is not maintained, the Board will promptly provide Notice of that fact to all Owners.
  - (4) If any event occurs which would significantly affect the amount of coverage of any insurance policy maintained by the Association, the Board will promptly advise the Owners, in writing, so they may take appropriate action to adjust coverage on their Units and personal property if they wish.
  - (5) An Owner may receive duplicates of the policies and insurance documents described in this Article upon written request to the Board or the Managing Agent.
- C. Property Insurance. The Board will obtain property insurance on the Common Elements and Limited Common Elements. Such property insurance will not cover the Units or improvements, fixtures, furniture, furnishings, and personal property of Owners, Residents and Tenants located in the Units. The property insurance will insure against those risks of direct physical loss commonly insured against under standard extended coverage provisions, e.g., fire, water damage, and other such hazards. The total amount of such property insurance, after application of any deductibles, will be not less than eighty percent (80%) of the replacement value of the Property exclusive of land, excavations, foundations, and other items normally excluded from property policies, and may be a greater amount at the discretion of the Board.
- D. Comprehensive General Liability Insurance. The Board will obtain comprehensive general liability insurance, including medical payments insurance, worker's compensation insurance, and other liabilities as such policies generally cover. Such insurance will insure each Unit Owner, the Association, the Board and the Managing Agent for occurrences commonly insured against, e.g., death, bodily injury, and property damage, arising out of or in connection with, the use, ownership or maintenance of the Common Elements by Owners, Residents, Tenants and the guests and invitees of Owners. The general liability insurance will be in an amount deemed advisable by the Board, but not less than Two Million Dollars (\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate), including or in addition to any umbrella/excess liability coverage the Board may decide to carry.
- E. Directors and Officers Insurance. The Board will obtain directors and officers insurance in an amount and with such coverage as it deems advisable.
- F. Other Insurance. The Board may, in its sole discretion, obtain other insurance policies on behalf of the Association, in amounts and with such coverage as it deems advisable.
- G. General Provisions.
- (1) Each insurer who issues an insurance policy described in this Article must provide a certificate of insurance to the Association, a statement from a qualified rating agent giving the insurance underwriter a rating of not less than "A," and, if applicable, a statement as to the viability of the parent company or companies of the insurer.

- (2) Any insurance policy provided for in this Article may contain a deductible provision. If an insurance policy provided for in this Article contains a deductible, any portion of a loss or claim that is not covered by insurance due to the application of the deductible, as well as any claim or loss for which the Association is self-insured, will be paid by the Association either as a Common Expense or through a Special Assessment.
- (3) Any property insurance policy or comprehensive general liability insurance policy carried pursuant to this Article must comply with the provisions of Section 3312(c)(1) through (4) of the Act.
- (4) The disposition of the proceeds of any insurance policy purchased by and on behalf of the Association will be in accordance with the provisions of Sections 3312(d) and (g) of the Act.
- (5) An insurance policy issued to the Association may not prevent an Owner from obtaining insurance for his own benefit.

H. Owner's Insurance.

- (1) Each Owner will insure his Unit for all losses to his Unit, its fixtures and contents, his Limited Common Elements, and his personal property, including all losses not covered by the insurance maintained by the Association due to a deductible provision or otherwise.
- (2) An Owner whose intentional act, willful misconduct, negligence, or carelessness causes damage to property other than his own, including the Units or Limited Common Elements of another Owner or the Common Elements, is not excused from liability by his failure to maintain adequate insurance.
- (3) An Owner may not insure any part of the Common Elements in a way that diminishes or impairs the right of the Association to recover in full the insurance proceeds of a loss thereto.

ARTICLE 15  
Maintenance and Alterations

- A. Association Responsibilities. The Association is responsible for furnishing, performing, and paying for the maintenance, repair, and replacement of the Common Elements and of certain Limited Common Elements as set forth in the Bylaws. Except as authorized by the Board in writing, an Owner may not alter, repair or replace any Common Element or Limited Common Element maintained by the Association.

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B. Owner Responsibilities.

- (1) Each Owner is responsible for performance of and payment for all maintenance, repair, and replacement required for elements of the Property located within the Boundaries of his Unit.
- (2) Each Owner will maintain, repair, and replace the Limited Common Elements associated with his Unit except when such repair or replacement is expressly agreed to by the Board as set forth either in the Bylaws or by written agreement with the individual Owner.
- (3) In the event a Unit Owner fails to maintain any portion of his Unit, including its Limited Common Elements for which he is responsible, and such failure affects the health, safety or welfare of the Association or of another Unit Owner, the Association may make the necessary repairs. Such repair work by the Association will be performed solely at the direction of the Board.
- (4) The cost of repair work performed by the Association on behalf of an Owner whose failure to maintain his Unit or his Limited Common Elements has resulted in damage to the property of another Owner or of the Association or has negatively affected the health, safety or welfare of the Association or of any other Owner, Tenant or Resident, will be charged back to the Unit Owner who failed to perform the repairs. If the Owner fails to reimburse the Association for such repairs, the Board, on behalf of the Association, may seek those remedies at law as provided by the Act or by the dispute resolution provisions set forth in the Bylaws.
- (5) A Unit Owner will be liable for the repair or replacement of any portion of (a) another Owner's Unit or Limited Common Elements or (b) any Common Element damaged as a result of his intentional act, willful misconduct, negligence or carelessness or the intentional act, willful misconduct, negligence or carelessness of a Resident of his Unit, his Tenants, guests, invitees or licensees. Such liability may, at the discretion of the Board, include any increase in premiums for insurance policies maintained by the Association if the increase is attributable to the Owner's improper use, misuse, occupancy or abandonment of any Unit.

C. Alterations.

- (1) An Owner may not make structural alterations to his Unit or to his Limited Common Elements without the necessary governmental permits and the prior written approval of the Board.

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- (2) An Owner may not make alterations to his Unit or to his Limited Common Elements which would
  - (a) encroach upon any other Unit or a Common Element; or
  - (b) affect the use or effectiveness of Common Elements such as water lines, sewage lines, electric lines, etc., by another Owner or by the Association.
- (3) Except as authorized in writing by the Board in advance, no heat pump equipment in a Unit may be replaced at any time by a heat pump or other form of heating and/or cooling device that is larger (i.e., requires more gallons per minute water flow), than the equipment originally installed in the Unit according to records maintained by the Association.
- (4) Windows and doors of a Unit will be maintained, repaired, and replaced at the expense of the Owner, subject to the House Rules concerning uniformity of finish and design.
- (5) An Owner may enclose a balcony only after
  - (a) presentation of architectural drawings or contractor plans to the Board and
  - (b) confirmation by the Board that the plan for the enclosure is consistent with the standards set forth in the House Rules.

ARTICLE 16  
Repair and Reconstruction of the Property

Repair and reconstruction in the event of damage to or destruction of the Property or any part thereof will comply with Sections 3312(d) and (g) of the Act.

ARTICLE 17  
Authority of the Amended Declaration, Bylaws, and House Rules

- A. All provisions of this Amended Declaration and of the Bylaws are deemed to be covenants running with the land and to bind any person having at any time any interest or estate in such Unit as though such provisions were ratified and stipulated in each and every deed or conveyance or lease thereof.
- B. Each present and future Unit Owner, Resident, Tenant and mortgagee will be subject to and comply with the provisions of the Act, this Amended Declaration, the Bylaws, and the House Rules.
- C. Acceptance of a deed or conveyance or otherwise legally occupying a Unit will signify agreement of all occupants that the Association Documents are accepted and ratified by the Unit Owner, Tenant, Resident or mortgagee.



- D. Each Owner is responsible for assuring compliance with those provisions of the Association Documents that apply to his guests, invitees, and contractors.
- E. The Board has the authority to make and to enforce House Rules which conform to the provisions of this Amended Declaration and the Bylaws.

ARTICLE 18  
Amendment

- A. Amendment by the Board. Pursuant to Section 3219(f) of the Act, if at any time an amendment to this Amended Declaration is necessary in the judgment of the Board to:
  - (1) cure any ambiguity or to correct or supplement any provision of the Amended Declaration which is defective, missing or inconsistent with any other provision thereof or with the Act;
  - (2) conform to the requirements of any agency or entity having national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects;
  - (3) conform to the requirements of any federal, state, county or city statute, regulation, code or ordinance applicable to the Association, Owners, Residents, Tenants or employees; or
  - (4) make a reasonable accommodation or permit a reasonable modification in favor of the handicapped,the Board may, in its discretion and upon receipt of an opinion from independent legal counsel that the proposed amendment is permitted by the terms of the Act, make an appropriate corrective amendment without the approval of the Owners or the holders of any liens on all or any part of the Building.
- B. This Amended Declaration may be further amended, subject to the restrictions of the Act, by the vote of the Owners holding at least sixty-seven percent (67%) of the Total Ownership Interest.
- C. Any amendment which is intended to increase the number of Units; change the Boundaries of any Unit; reallocate the Common Element interests, Common Expense liability, or voting strength in the Association allocated to a Unit; or modify the uses to which any Unit is restricted requires the unanimous consent of the Unit Owners.
- D. No amendment to this Amended Declaration will be effective until
  - (1) properly Recorded and
  - (2) Notice of the amendment has been given to all Unit Owners.

- E. Any two Officers of the Association may prepare, execute, certify, and Record amendments to this Amended Declaration on behalf of the Association.

ARTICLE 19  
Termination of Condominium

Except in the case of a taking by eminent domain, the Property may be terminated as a condominium only upon the agreement of those Unit Owners holding at least eighty percent (80%) of the Total Ownership Interest. Termination of the condominium will fully comply with the provisions of Section 3220 of the Act and/or such other provisions of the Act as may be in effect at the time of the proposed termination.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be executed by its Officers this 7<sup>th</sup> day of May 2013.

THE ATRIUM CONDOMINIUM ASSOCIATION

BY:

Barton Z. Cowan

Barton Z. Cowan  
President

Amy Hannah Kellman

Amy Hannah Kellman  
Secretary

CERTIFICATE

We, BARTON Z. COWAN, the President of The Atrium Condominium Association, and AMY HANNAH KELLMAN, the Secretary of the Atrium Condominium Association, hereby certify that the foregoing Amended Declaration has been consented to by at least sixty-seven percent (67%) of the Unit Owners entitled to cast a vote in The Atrium Condominium Association.

Dated this 7<sup>th</sup> day of May, 2013.

Barton Z. Cowan

Barton Z. Cowan  
President

Amy Hannah Kellman

Amy Hannah Kellman  
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

On this, the 7<sup>th</sup> day of May, 2013, before me a Notary Public, the abovesigned Officers personally appeared, Barton Z. Cowan and N/A, both known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal.

Ileen A. Plietz  
Notary Public

As adopted by the Owners October 24, 2012

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Ileen A. Plietz, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Jan. 15, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

## EXHIBIT A

### PROPERTY DESCRIPTION

All those certain lots situate in the Fourth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 54, 55, 56, 57 and 58 in the Dithridge and Reis Plan of Lots; and a section of an Alley known as Utica Way, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 1, page 202, bounded and described as follows, to-wit:

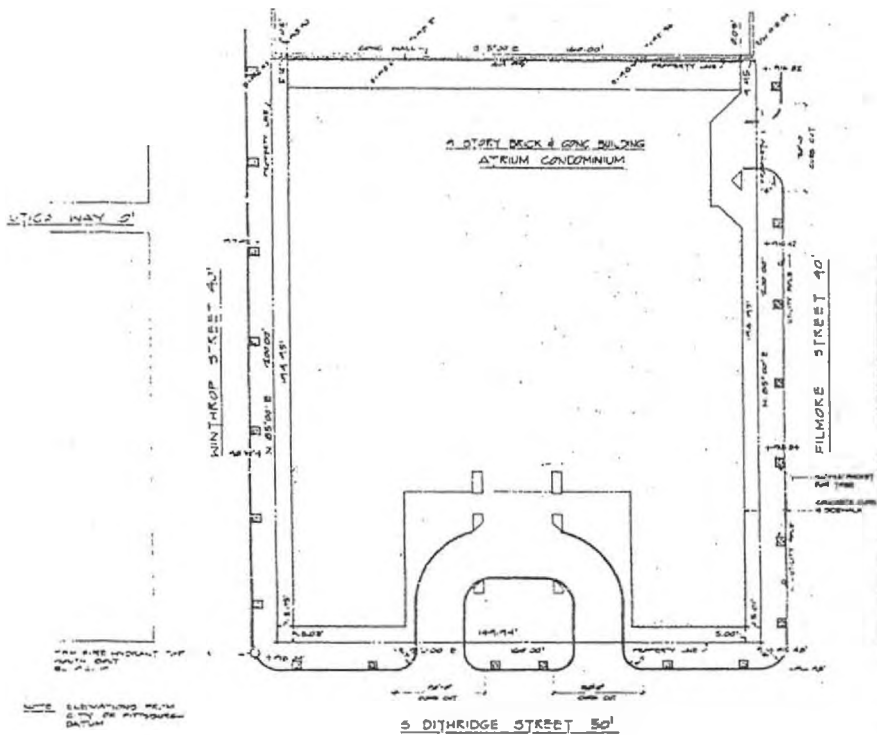
Beginning at the northeasterly corner of South Dithridge Street and Filmore Street thence northwardly N5° 00 W along the easterly side of South Dithridge Street 160 feet to the south-easterly corner of South Dithridge Street and Winthrop Street, thence eastwardly N85° 00 E along the southerly side of Winthrop Street, 200 feet to the dividing line between Lots Nos. 58 and 59 in said Plan; thence southwardly S5° 00 E along said dividing line 160 feet to the northerly side of Filmore Street; thence westwardly S85° 00 W along the northerly side of Filmore Street 200 feet to the place of beginning.

Being designated as Lot and Block 27-M & S.

**EXHIBIT B**  
**DECLARATION PLAN**

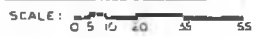
As adopted by the Owners October 24, 2012

N.P. PENNSYLVANIA ABANDON THE BLIND



N.P. HOLLIN INSTITUTE

### SITE PLAN



I, Edgar A. Kwalwasser, Registered Architect, duly licensed as such in the Commonwealth of Pennsylvania, do hereby certify that the within Declaration Plan fully and accurately (1) shows the property, the location of the building thereon, the building and the layout of the floors of the building, including units and the common elements and (2) sets forth the fact that the property is known as The Atrium Condominium and the Unit designations for each of them.

Edgar A. Kwalwasser  
Edgar A. Kwalwasser  
Registered Architect

COMMONWEALTH OF PENNSYLVANIA ) SS:  
COUNTY OF ALLEGHENY )

On the 11 day of June before me, I, John J. Espe, the undersigned officer, personally appeared Edgar A. Kwalwasser, Registered Architect, known to me to be the person whose name is subscribed to the within declaration plan and I acknowledge that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

John J. Espe

STATE OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

Recorded in the Recorder's Office for the recording of deeds, plans, etc., of said County in Plan Book Vol. 110 page 74 to 85 of

Given under my hand and seal this 19th day June A.D. 1981.

John J. Espe  
Recorder

Note: Information on this drawing taken from survey dated February 15, 1981 by Intervenor-Burns & Associates, Inc., Consulting Engr., 155 Banksville Road, Pittsburgh, Pa. 15210, Reg. No. Or. No. 3513-A.



**THE ATRIUM CONDOMINIUM**

307 & DIVISIONE STREET  
PITTSBURGH, PA 15213  
FOURTH WARD

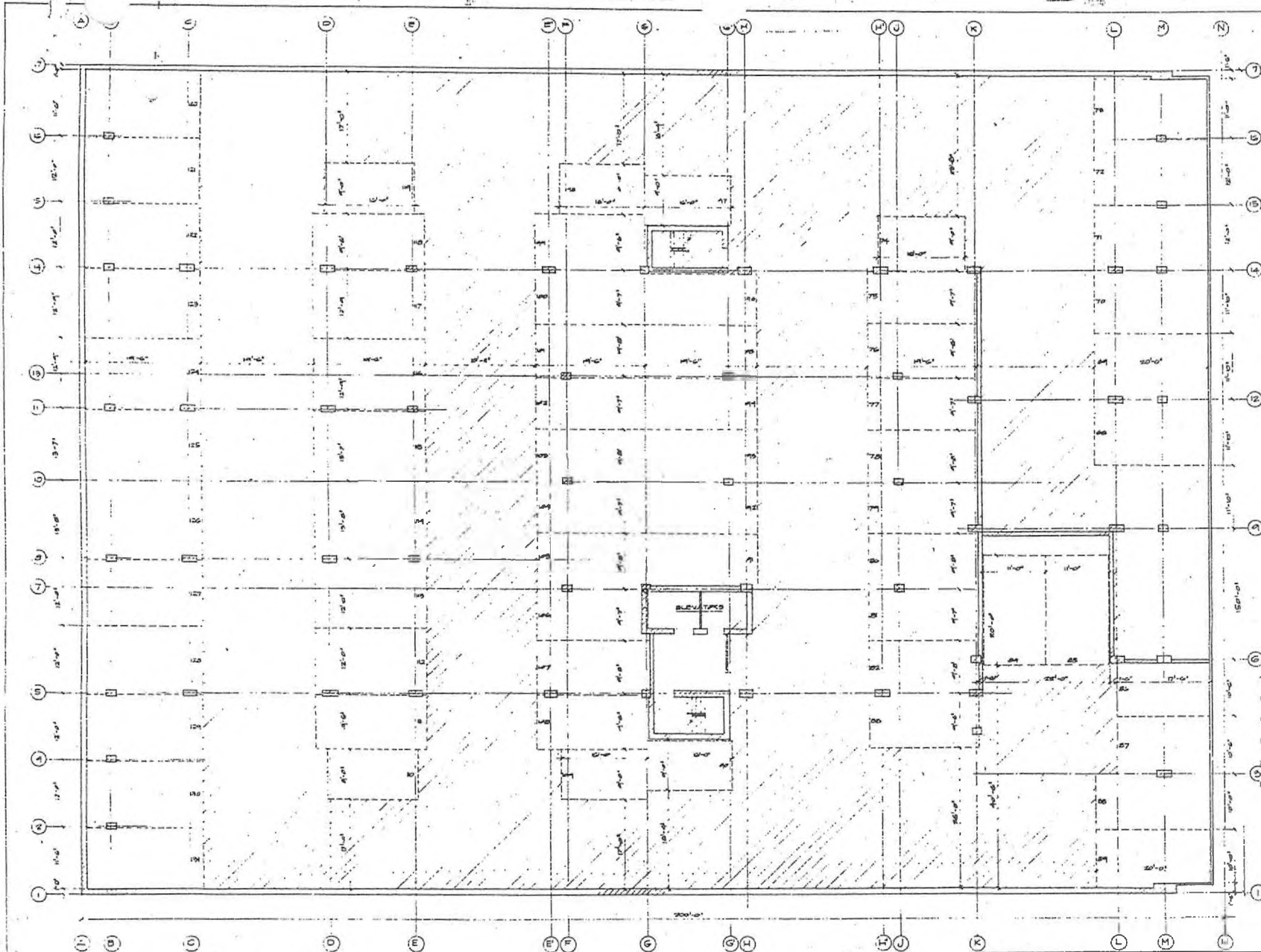
**DECLARATION PLAN**

**EDGAR A. KWALWASSER**

REGISTERED ARCHITECT

3884 FORBES AVENUE  
PITTSBURGH, PA 15217  
TEL. (412) 521-5222





FLOOR PLAN LEVEL G-2  
SCALE: 0 12 24 36

The undersigned hereby certifies that this portion of the property known as The Atrium Condominium (12) sheets of plans, fully and accurately showing and the layout of the floors of the building and the common elements. Each unit is identified by number designation set forth in the respective:

by *Edgar A. Kwalwasser*  
Edgar A. Kwalwasser,  
Registered Architect

NOTE: ALL AREAS COMMON EXCEPT

- COMMON ELEMENTS
- UNIT PERIMETER EXTERIOR WALL
- LIMITED COMMON

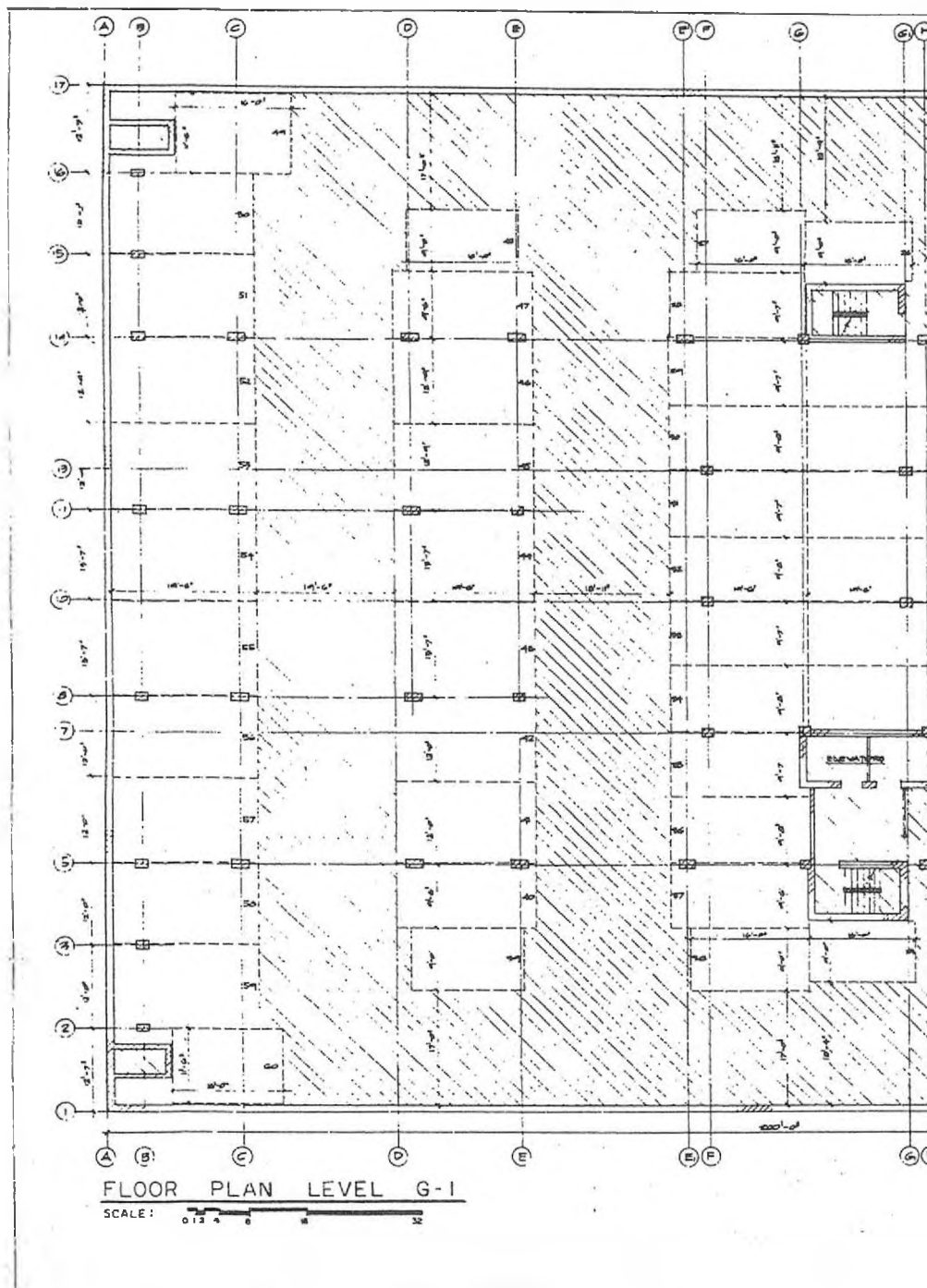


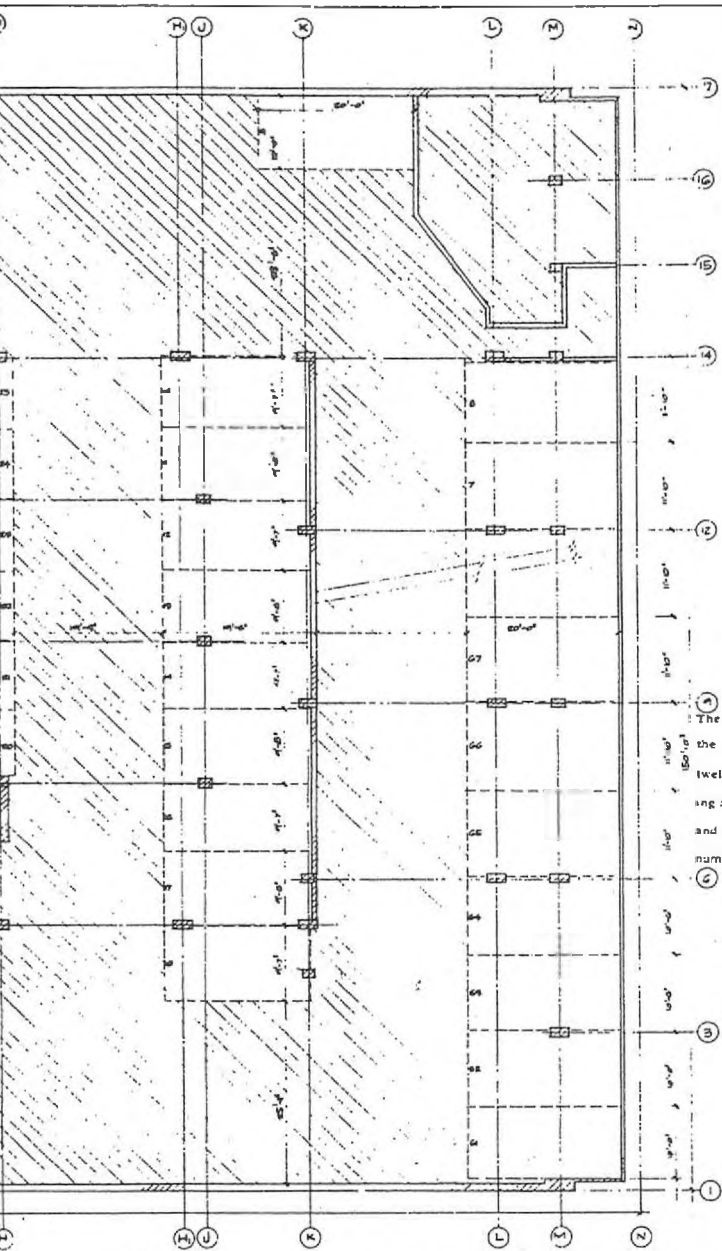
**THE ATRIUM CONDOMINIUM**  
307 S DITHRIDGE STREET  
PITTSBURGH, PA 15213  
FOURTH WARD  
**DECLARATION PLAN**

**EDGAR A. KWALWASSER**  
REGISTERED ARCHITECT  
8623 FORBES AVENUE  
PITTSBURGH, PA 15217  
TEL. (412) 321-3552

SHEET NO. 129  
SHEET







The undersigned hereby certifies that this portion of the property known as The Atrium Condominium, twelve (12) sheets of plans, fully and accurately showing and the layout of the floors of the building and the common elements. Each unit is identified by a number designation set forth on the respective sheet.

by Edgar A. Kyzalwasser  
 Registered Architect

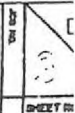
NOTE: ALL AREAL DIMENSIONS ARE IN FEET

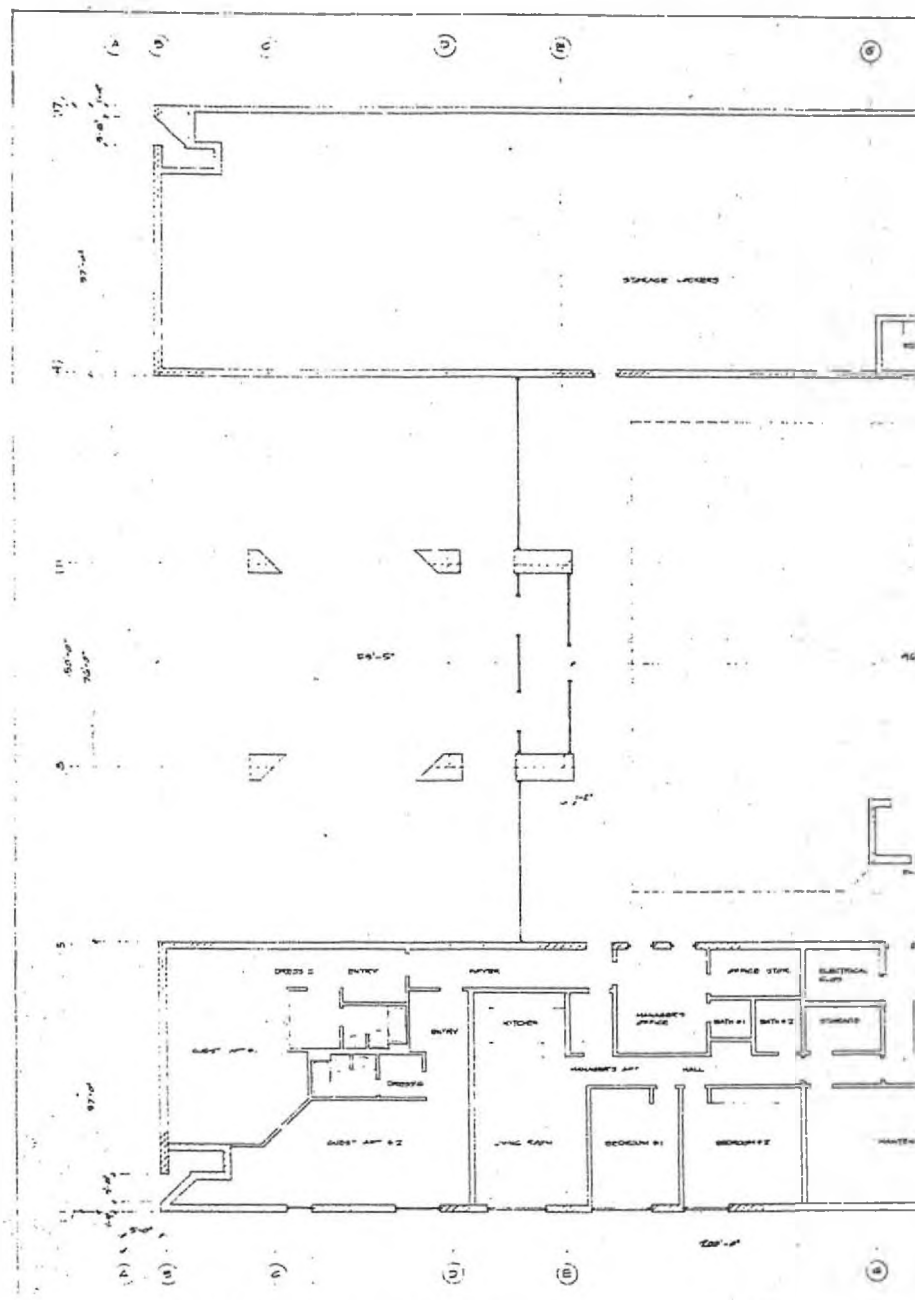
-  COMMON ELEMENTS
-  COMMON ELEMENTS
-  LISTED CORNER



**THE ATRIUM CONDOMINIUM**  
 307 S. OTHROSE STREET  
 PITTSBURGH, PA. 15213  
 FOURTH WARD  
**DECLARATION PLAN**

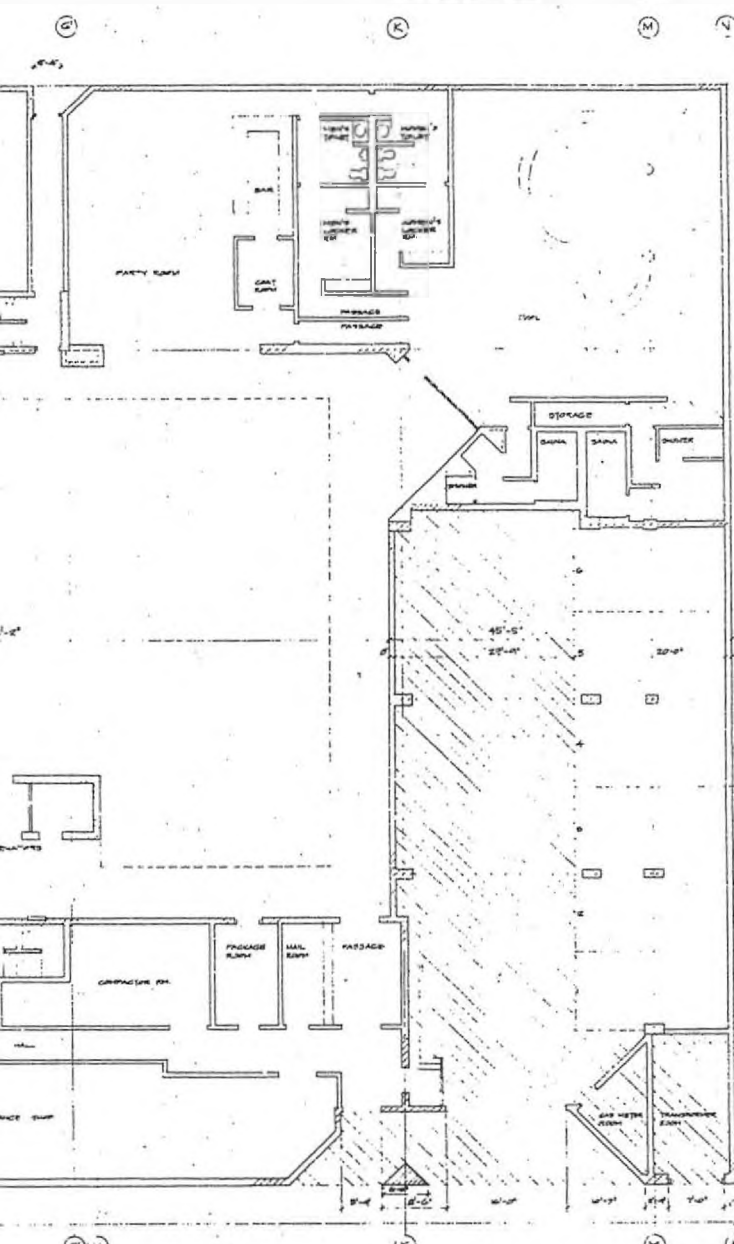
**EDGAR A. KYZALWASSER**  
 REGISTERED ARCHITECT  
 5802 FORCES AVENUE  
 PITTSBURGH, PA. 15217  
 TEL. (412) 521-3662





FLOOR PLAN LEVEL I

SCALE: 1/8" = 1'-0"



The undersigned hereby certifies that this plan of the property known as The Atrium Condominium, as shown on twelve (12) sheets of plans, rolls and accurate, showing and the layout of the floors of the building and the common elements. Each unit is identified by a number designation set forth on the respective floor plan.

by Edgar A. Kwalwasser  
Registered Architect

NOTE: ALL AREA TYPED IN COMMON ELEMENTS ARE EXCEPT WHERE SHOWN OTHERWISE

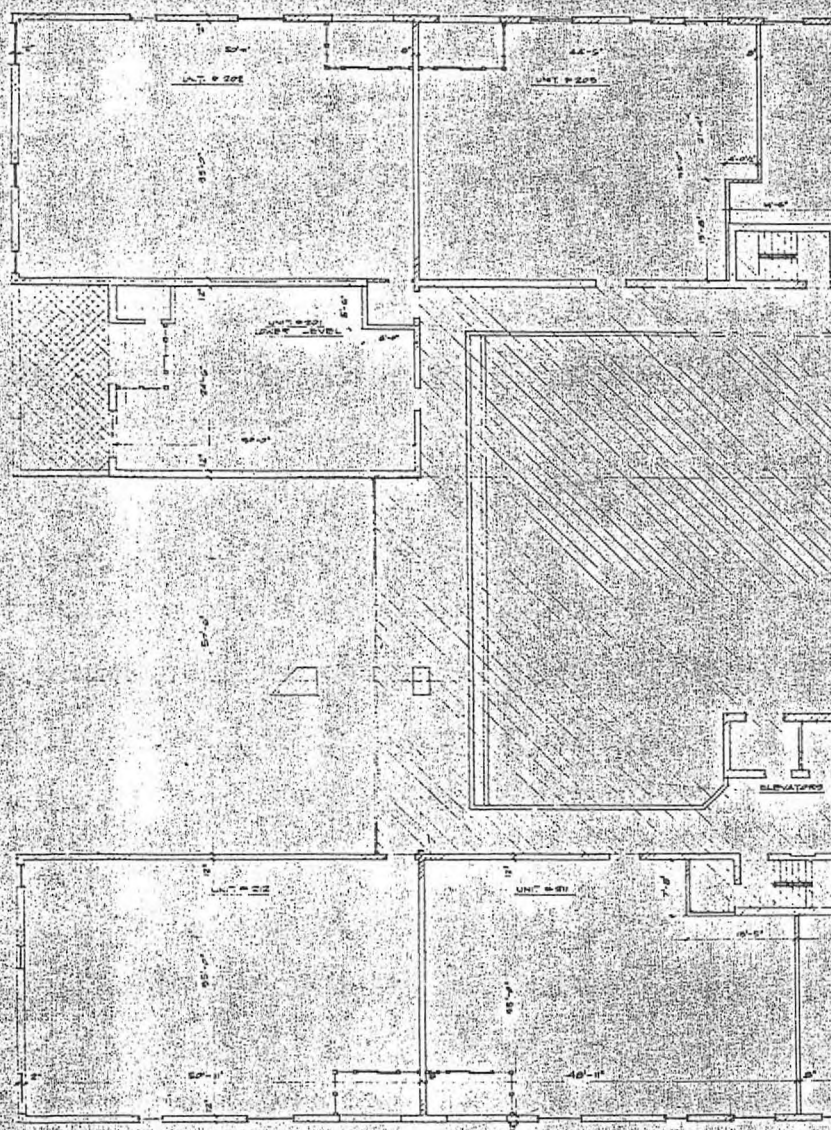
- COMMON ELEMENTS
- COMMON ELEMENT PERMEABLE EXTERIOR WALL
- LIMITED COMMON



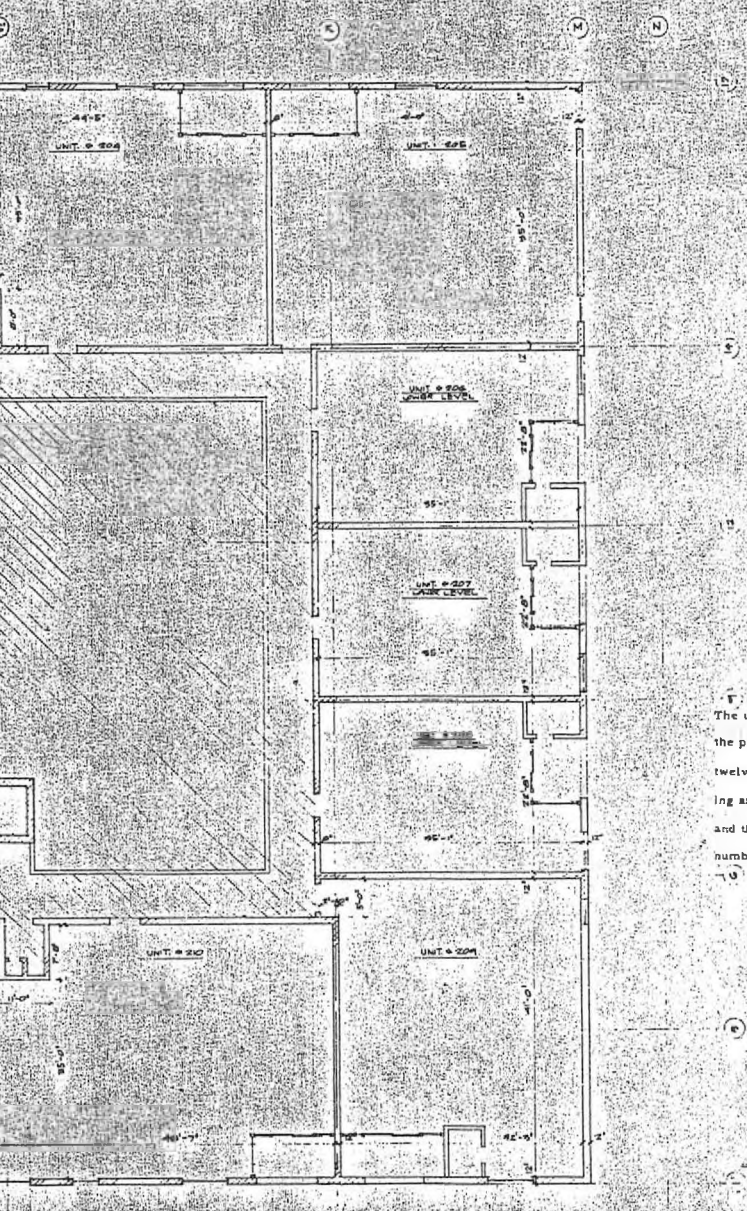
**THE ATRIUM CONDOMINIUM**  
 307 S. DITHMORF STREET  
 PITTSBURGH, PA. 15213  
 FOURTH WARD  
**DECLARATION PLAN**

**EDGAR A. KWALWASSER**  
 REGISTERED ARCHITECT  
 5869 FORDES AVENUE  
 PITTSBURGH, PA. 15217  
 TEL. (412) 821-5592

3  
  
 SHEET



FLOOR PLAN LEVEL 2  
SCALE: 0 2 4 8 16 32



The undersigned hereby certifies that this portion of the property known as The Atrium Condominium twelve (12) sheets of plans, fully and accurately showing and the layout of the floors of the building including and the common elements. Each unit is identified by number designation set forth on the respective floor plan.

By Edgar A. Kwalwasser  
Edgar A. Kwalwasser  
Registered Architect

NOTE: ALL AREAS COMMON ELEMENT

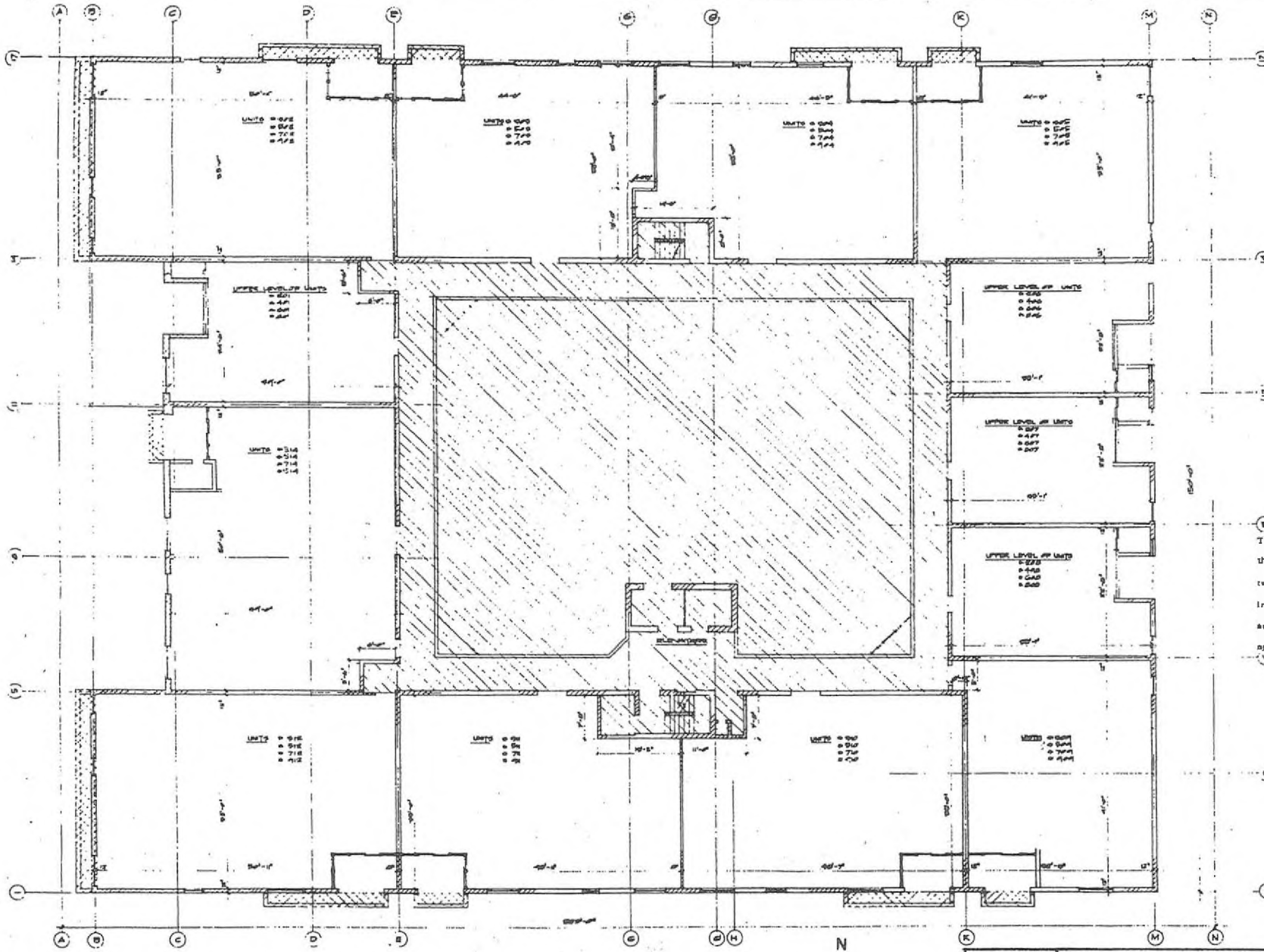
- COMMON ELEMENT
- COMMON ELEMENT PERMEABLE
- EXTERIOR WALL
- LIMITED COMMON



**THE ATRIUM CONDOMINIUM**  
307 S. DITHRIDGE STREET  
PITTSBURGH, PA. 15213  
FOURTH WARD  
**DECLARATION PLAN**

**EDGAR A. KWALWASSER**  
REGISTERED ARCHITECT  
5869 FORBES AVENUE  
PITTSBURGH, PA. 15217  
TEL. (412) 521-5552

NO. 508	5
	SHEET



FLOOR PLAN LEVEL 3, 5, 7 & 9

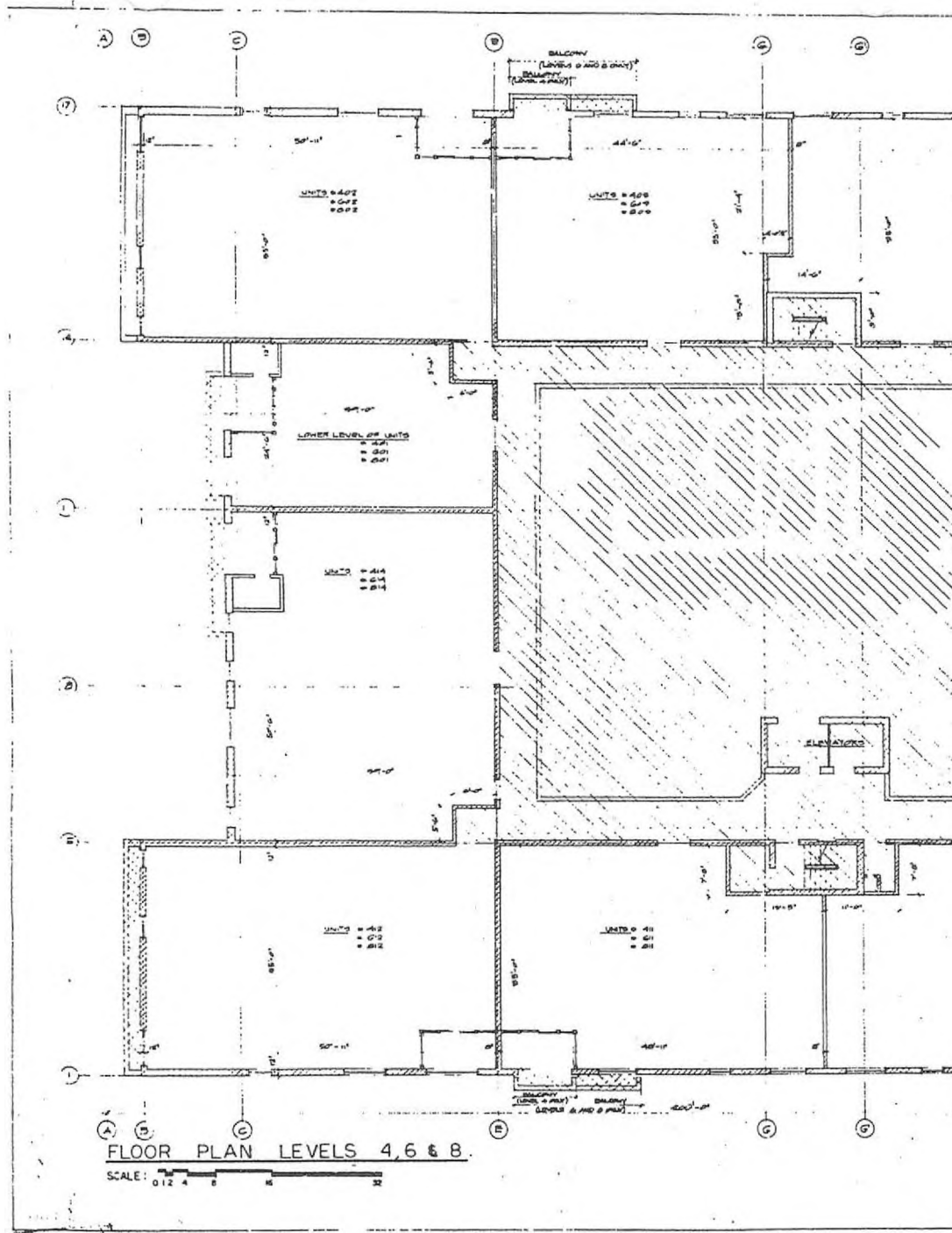
SCALE: 0 12 4 8 16 24

The undersigned hereby certifies that this portion of the property known as The Atrium Condominium twelve (12) sheets of plans, fully and accurately showing the layout of the floors of the building including and the layout of the doors of the building and the common elements. Each unit is identified by a number designation set forth on the respective floor plan.

by *Edgar A. Kwalwasser*  
Edgar A. Kwalwasser  
Registered Architect

NOTE: ALL AREAS COMMON ELEMENTS  
 - - - - - COMMON ELEMENTS  
 - - - - - COMMON ELEVATOR  
 - - - - - EXTERIOR WALL  
 - - - - - LIMITED COMMON

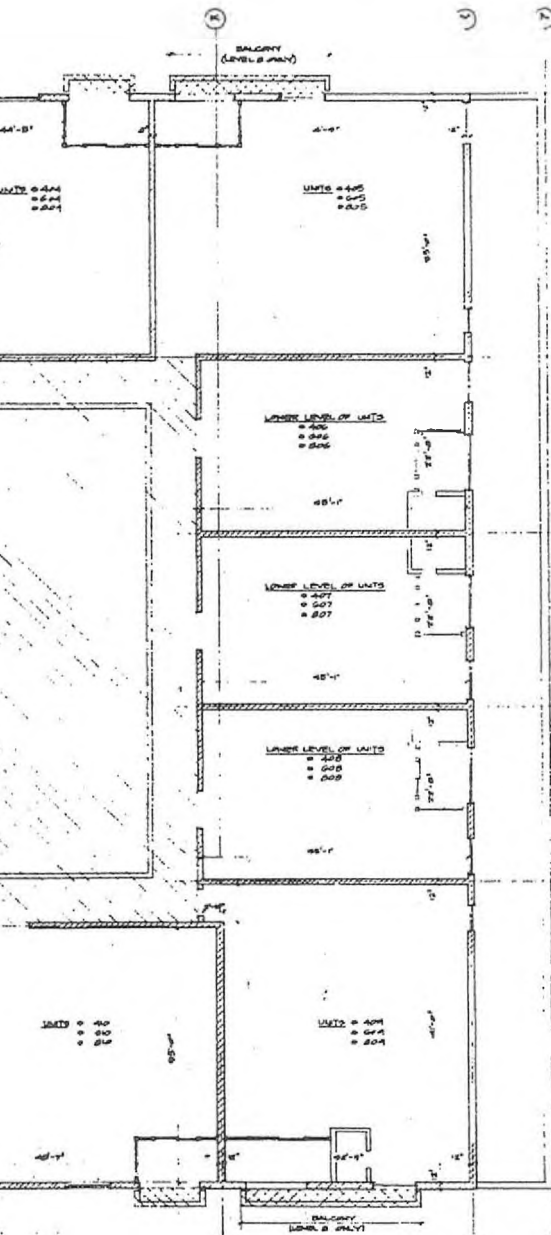
	<b>THE ATRIUM CONDOMINIUM</b> 207 S. LITTON STREET PITTSBURGH, PA. 15213 FOURTH FLOOR	<b>EDGAR A. KWALWASSER</b> REGISTERED ARCHITECT 5835 FORCES AVENUE PITTSBURGH, PA. 15217 TEL. (412) 821-9852	6 SHEET NO.
	<b>DECLARATION PLAN</b>		
	12/1/88		



FLOOR PLAN LEVELS 4, 6 & 8.

SCALE: 0 1/2 4 8 16 32





The undersigned hereby certifies that this portion of the property known as The Atrium Condominium, twelve (12) sheets of plans, fully and accurately showing the layout of the floors of the building and the common elements. Each unit is identified by number designation set forth on the respective sheet.

By \_\_\_\_\_  
Edgar A. Kwalwasser  
Registered Architect

NOTE: ALL UNITS IDENTICAL

- COMMON ELEMENT
- COMMON FLOOR (NOT PERMANENT EXTERIOR WALL)
- LISTED CORNER



**THE ATRIUM CONDOMINIUM**  
307 & DETHMERE STREET  
PITTSBURGH, PA. 15213  
FOURTH FLOOR  
**DECLARATION PLAN**

**EDGAR A. KWALWASSER**  
REGISTERED ARCHITECT  
5035 FORBES AVENUE  
PITTSBURGH, PA. 15217  
TEL. (412) 521-2052

1  
7  
SHEET 2



## EXHIBIT D

### DEFINED WORDS AND PHRASES

Act: the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 *et seq.*

Amended Declaration: the amended and restated declaration of condominium adopted and approved by not less than sixty-seven percent (67%) of the Total Ownership Interest as of October 24, 2012, as Recorded as of \_\_\_\_\_, 2013. The Amended Declaration replaces in its entirety the Declaration Recorded as of June 19, 1979, at Deed Book Volume 6121, page 13, as amended.

Annual Assessment: the portion of the annual Operating Budget of the Association allocated to a Unit based on the Owner's Total Interest.

Annual Meeting: the yearly meeting of the Association held pursuant to 68 Pa. C.S. § 3308.

Association: The Atrium Condominium Association, an unincorporated non-profit association of Owners, organized pursuant to the Unit Property Act, 68 Pa. C.S. § 700.101 *et seq.*, acting as a group in compliance with the Act, the Amended Declaration, and the Bylaws.

Association Documents: collectively, the Amended Declaration, the Bylaws, and the House Rules.

Atrium Office: the area of the Building dedicated to administrative and management functions of the Association.

Board: the Executive Board as defined in the Act, elected pursuant to the Bylaws, and charged with governing the affairs of the Association, managing the business operations of the Association, and otherwise acting on behalf of the Association in compliance with the Act.

Boundary: the dividing plane that designates the perimeter of a Unit for purposes of interpreting a deed, mortgage, deed of trust, and other documents for any purpose. The Boundaries of a Unit consist of:

- (a) an upper Boundary which is the lower horizontal surface of the concrete structural element forming the ceiling of the Unit above the drywall. In a two-story Unit, the upper Boundary of the Unit is determined relative to the upper story.
- (b) a lower Boundary which is the top horizontal surface of the concrete structural element immediately below the finished surface of the Unit floor. In a two-story Unit, the lower Boundary of the Unit is determined relative to the lower story.
- (c) vertical Boundaries which are the interior vertical planes of the structural elements forming the Demising Walls of the Unit, extended to intersections with each other and with the upper and lower Boundaries.

**Building:** the multi-storied structure located at 307 South Dithridge Street, Pittsburgh, Allegheny County, Pennsylvania 15213, together with its improvements, used for residential and other purposes as more fully described in the Amended Declaration and the Bylaws.

**Business Entity Owner:** an Owner that is a corporation, partnership, limited liability corporation, limited partnership, joint venture or other form of business entity recognized by the Commonwealth of Pennsylvania.

**Bylaws:** the governing regulations adopted by the Association on October 24, 2012, pursuant to Section 3306 of the Act, for the regulation and management of the Association and Recorded as of \_\_\_\_\_, 2013, together with and as part of the Amended Declaration, as amended from time to time. The Bylaws replace in their entirety the Code of Regulations Recorded with the original Declaration of Condominium on June 17, 1979, as amended.

**Capital Expenditures:** the expenses of the Association incurred for the purposes of

- (a) purchasing fixed assets with a useful life substantially greater than one year, or
- (b) replacing, repairing and maintaining the Common Elements, to the extent those expenses produce a benefit that lasts more than one year or prolongs the use of the Property.

**Capital Reserve Fund:** that portion of the Association's assets set aside for Capital Expenditures.

**Code of Regulations:** the governing regulations adopted pursuant to the Pennsylvania Unit Property Act, 68 P.S. § 700.101 *et seq.*, by the Declarant and Recorded with the Declaration of Condominium on June 17, 1979, as amended.

**Common Elements:** all portions of the Property held in common by the members of the Association and intended to be used in common by all Owners. Common Elements include, but are not limited to:

- (a) the land on which the Building is located;
- (b) foundations, structural parts, supports, columns, beams, and roof of the Building and the Demising Walls, floors and ceilings between Units *except* those portions of such Building elements located exclusively within the Boundaries of a Unit;
- (c) recreation areas, including the party room, exercise area, swimming pool, and adjacent restrooms;
- (d) exterior driveways, entrances and exits of the Building, interior hallways, corridors, stairways, trash-rooms, Atrium Office, and lobby;
- (e) elevators, elevator service equipment, maintenance shop, and transformer room;

- (f) the storage locker area adjacent to the lobby, exclusive of the lockers themselves;
- (g) the Rental Apartment;
- (h) the two first-floor Guest Rooms;
- (i) the Garage, exclusive of Parking Spaces;
- (j) interior and exterior landscaping;
- (k) portions of the Building used exclusively for the management, operation and maintenance of the Common Elements;
- (l) ductwork, electric and telephone wires, television cable lines, and fixtures serving the Common Elements or more than one Unit, or both, exclusive of the service outlets within each Unit;
- (m) water lines, sewer lines and associated equipment serving the Common Elements or more than one Unit or both, exclusive of the service outlets within each Unit;
- (n) all other apparatus, equipment and installations existing for common use;
- (o) all other elements of the Building and tangible personal property owned by the Association necessary or convenient to management, operation, maintenance, and safety, or normally in common use; and
- (p) the air space between the exterior of the Building and the perimeter of the Property.

Common Expenses: expenditures made or liabilities incurred by or on behalf of the Association, including but not limited to:

- (a) expenses of administration, maintenance, repair, and replacement of the Common Elements;
- (b) water, electricity, gas, and other utility charges not separately metered or billed to an individual Unit;
- (c) other expenses agreed upon as Common Expenses by a Majority of the Total Ownership Interest;
- (d) expenses declared common by the provisions of the Act, the Amended Declaration or the Bylaws; and
- (e) expenses declared common by the Board pursuant to the provisions of the Amended Declaration, Bylaws and/or amendments to those documents.

Declaration: the original document by which the Property was submitted to the provisions of the Pennsylvania Unit Property Act, 68 P.S. § 700.101 *et seq.*, by Declarant Oakland Towers, Ltd., and Recorded in the Recorder's Office of Allegheny County, Pennsylvania, as of June 19, 1979, at Deed Book Volume 6121, page 13, as amended.

Declaration Plan: a survey of the Property prepared in accordance with Section 402 of the Pennsylvania Unit Property Act, attached to the Declaration as "Exhibit B" and incorporated by reference.

Demising Wall: a structural or non-structural partition that designates a Boundary between Units or between a Unit and a Common Element.

Family: natural persons related by birth or marriage or two individuals who have chosen to form a single housekeeping unit whether or not their relationship is recognized by law.

Garage: the two-story area at or below street level containing 131 Parking Spaces; parking spaces available for temporary use by Unit Owners or others; one parking space leased in conjunction with the Rental Apartment; the adjacent elevator lobbies; and the traffic access ramps to each of the two stories.

Good Standing: a term applicable to a Resident who

- (a) is current (i.e., no more than thirty days delinquent) in the payment of any portion of the Annual Assessment or a Special Assessment;
- b) has no outstanding fees or fines payable to the Association;
- (c) is not in violation of any provision of the Association Documents; and
- (d) is not currently in litigation with the Association.

Guest Room: either of two accommodations located on the first floor of the Building, available for use by the guests of an Owner on a temporary basis.

House Rules: the rules and regulations concerning the use and enjoyment of the Building and Property promulgated by the Board, to the extent those rules are not in conflict with the Amended Declaration or the Bylaws.

Lease: a written contract between an Owner and a Tenant allowing the Tenant to occupy a Unit for a specific period of time in exchange for payment.

Limited Common Elements: those portions of the Common Elements subject to regulation by the Association but allocated for the exclusive use of one or more but fewer than all of the Units, including but not limited to:

- (a) the balcony or balconies attached to a Unit;
- (b) the individual storage locker assigned by the Association to a Unit; and

- (c) the electric meter located in a common area on each floor of the Building that records electric usage for an individual Unit.

Majority: more than fifty percent (50%).

Managing Agent: the professional management company engaged by the Board to provide day-to-day services to the Association and to which the Board may delegate certain of its duties, powers and functions, consistent with the provisions of the Act.

Notice: an official communication from the Board or the Association placed in the U.S. Postal Service, postage prepaid; hand-delivered to the Owner, Tenant or Resident at his Unit; or placed in the in-house mailbox of the Owner, Tenant or Resident.

Officers: the President, Vice President, Secretary, and Treasurer of the Association, and such other assistant officers as the Board may from time to time elect, each of whom must be a member of the Board.

Operating Budget: the annual budget of the Association used for the Common Expenses of the Association, including an allocation to the Capital Reserve Fund.

Owner or Unit Owner: the Person to whom ownership of a Unit has been conveyed, excluding a Person having an interest in a Unit solely as security for an obligation.

Owner's Total Interest: the sum of an Owner's Percentage Interest plus the interest associated with the ownership of one or more Parking Spaces.

Parking Space: one of the areas numbered 1 through 131 in the Garage that has been purchased by an Owner as an adjunct to a Unit, representing an interest of 0.01527% of the Common Elements.

Percentage Interest: the undivided ownership interest in the Common Elements allocated to a particular Unit as shown in Exhibit C to the Amended Declaration. The Percentage Interest is calculated by dividing the area of the Unit by the total area of all Units, rounded to three decimal points.

Person: a natural person, Business Entity, association, trust, estate, or any other legal entity or organization recognized by the Commonwealth of Pennsylvania.

Petition: a document signed by the Owners holding not less than thirty percent (30%) of the Total Ownership Interest for the purpose of requesting the Board to take specific action, which contains:

- (a) a statement of the subject and purpose of the Petition;
- (b) reference to the relevant provision of the Association Documents to which the Petition pertains;
- (c) the typed or printed name of each Owner signing the Petition, the Owner's signature, his Unit Number, and the date on which the Owner signed the Petition;

- (d) the date on which the Petition was handed to, or placed with the U.S. Postal Service addressed to, the Secretary of the Association; and
- (e) the name of the Owner with whom the Board should communicate regarding the Petition.

If multiple pages of Owners' signatures are obtained, each page containing signatures must contain the information set forth in paragraphs (a) and (b) above.

Property: the land, the Building and all easements, rights and appurtenances belonging thereto, intended to be submitted to the provisions of the Act.

Qualified Mortgage: a mortgage for which the name and address of the holder and the servicer (if any) has been submitted in writing to the Board.

Qualified Mortgagee: the lender associated with a Qualified Mortgage.

Record: to officially register a document with the Department of Real Estate of Allegheny County, Pennsylvania (formerly known as the Office of the Recorder of Deeds of Allegheny County, Pennsylvania), or its successor.

Rental Apartment: that portion of the Common Elements forming a self-contained living accommodation leased by the Board on behalf of the Association to a Person who is not a Unit Owner.

Resident: any natural person, who may or may not be a Unit Owner, but who is not a Tenant, who occupies a Unit with the expectation of remaining for an indefinite period of time or who uses the Building address for such purposes as receiving U.S. mail, registering to vote, or obtaining a driver's license.

Special Assessment: an assessment in addition to the Annual Assessment for the purposes described more fully in the Amended Declaration, allocated to each Unit based on the Owner's Total Interest.

Spouse: a natural person who is the partner of an Owner, legally recognized as such by the law of marriage or domestic partnership.

Tenant: a Person lawfully occupying a Unit pursuant to the written terms of a Lease between the Owner and the Person.

Total Ownership Interest: the sum of all Owners' Total Interests.

Unit: any numbered subdivision of the Building, delineated by the Boundaries of a Unit, designated for separate ownership and intended for residential use, including but not limited to:

- (a) heating and air-conditioning apparatus serving only that Unit;



- (b) any portion of a utility system or other Common Element serving more than one Unit (e.g., pipes, conduits, ducts) from the point at which the apparatus crosses any Boundary of the Unit;
- (c) each window, balcony door, and corridor door of the Unit; and
- (d) all interior spaces; drywall, tile or other wall and ceiling finishes; carpet, tile, or other floor finishes; interior partitions; and other fixtures and improvements within the Boundaries of the Unit.

Unit Number: the identifying number assigned to a particular Unit which may be located on one or two stories of the Building.

EXHIBIT E

EASEMENT AGREEMENT – UNIT 814

As adopted by the Owners October 24, 2012

Re: ATRIUM Condo MINIMUMS  
307 So 21th Ridge St  
Pgh Pa 15213  
14th Ward - City of Pgh

MAINTENANCE AND EASEMENT AGREEMENT

THIS AGREEMENT made this 16 day of July, 1991,  
by and between the Atrium Condominium Association, <sup>14th Ward City of Pittsburgh</sup> by its current and future  
governing Council/Board, hereinafter referred to as party of the first part,

<sup>A</sup>  
<sup>H</sup>  
<sup>D</sup>  
his wife,  
Harold W. Ruttenberg & Katherine M. Ruttenberg, /, their heirs, executors and assigns,  
hereinafter referred to as party of the second part.

WHEREAS the party of the first part controls and maintains certain central common elements of a high rise building known as the Atrium, including but not limited to the roof, central chiller, boiler and branch piping lines up to the boundary lines of individual apartments; and

WHEREAS the party of the second part is the owner of apartment # 814 in the Atrium Condominium building and reports certain problems with the adequacy of heating and/or air-conditioning in said apartment; and

WHEREAS the party of the second part has retained an HVAC firm (Automatic Controls, Inc.) to investigate complaints with inadequate cooling and recommends a solution to the problem, and it presented said solution to the governing Council/Board of the condominium.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree to the following covenants:

1. Grant of Easement - The Atrium Condominium Council, by its governing council, does hereby grant to Harold W. Ruttenberg & Katherine M. Ruttenberg, his wife, their heirs, executors and assigns, a perpetual service easement for ingress and egress for persons to service, maintain or replace roof mounted heating and air-conditioning equipment, including piping, etc. (hereinafter referred to as air-conditioning equipment) that will service apartment # 814 in the Atrium Condominium. The location of said air-conditioning equipment shall be located on the roof in the approximate vicinity above the porch of apartment # 814.

2. Responsibility of Maintenance - The individual owner of apartment # 814, or their heirs, executors and assigns, shall be responsible for the

maintenance service, repair and replacement of said roof-mounted heating

and air-conditioning equipment defined as a three ton air-to-air compressor condensing unit. The party of the second part will continue to pay the condominium charges without diminution in the same amount in which the condominium common element expenses are now or in the future may be allocated or computed involving this apartment # 814, as well as the cost of the electricity to operate said heating and air-conditioning unit.

3. Consideration - Party of the second part agrees to disconnect the present water-to-air heat pump. By the installation of the new air-conditioning equipment the party of the second part has the benefit of controlling their own heating and air-conditioning without any dependence on the central HVAC plant operated by the condominium association. In turn, the condominium association will have less demand placed on the central heating and cooling plant (by the removal of this apartment from the central system) resulting in more water available for other apartments in the building.

4. Problems - If, in the exclusive judgment of a majority of Council, which shall be binding, there are substantial problems of noise, vibration or leakage, the party of the second part, their heirs, successors and assigns shall forthwith correct the problem to the complete satisfaction of the Council, or remove the equipment, as Council may direct.

5. Applicability - The rights and privileges herein created shall extend not only to the current owners and Council of record, but also to their respective heirs, administrators, successors, assignees, mortgagees, and any other person or entity to whom they may grant rights or privileges under the terms of this Maintenance Easement Agreement, including specifically the current and future Atrium Condominium Association Council and the present and future owner(s) of apartment # 814 in said condominium.

6. Termination - This Maintenance and Easement Agreement may be terminated and extinguished, altered or modified only by a written Agreement executed by the governing condominium Council/Board of the Atrium Condominium Association and the owner of record of apartment # 814 in said condominium.

IN WITNESS WHEREOF, this document has been executed the day and year first above written.

S. G. Gandy  
Secretary

THE ATRIUM CONDOMINIUM ASSOCIATION  
Robert [Signature]  
President

BY: APARTMENT OWNER ...  
Katherine R. Rutenberg

Aug 7 91 095119

*Handwritten initials*

APRILIM CONDOMINIUM ASSOCIATION

and

HAROLD J. RUTTENBERG and  
KATHERINE M. RUTTENBERG, his wife

*Handwritten initials*

MAINTENANCE AND EASEMENT AGREEMENT

MAIL TO:-

*AKHEIM & Neely Inc  
800 Capital Finance Bldg  
Pitt PA 15219*


P. O. Nally Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, ALLEGHENY COUNTY, PA.  
Aug 7 9 59 AM '91

STATE OF PENNSYLVANIA ) SS  
COUNTY OF ALLEGHENY )

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 7TH DAY OF AUGUST A.D. 19 91 IN DEED BOOK VOL. 8539 PAGE 620 WITNESS MY HAND AND SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

*Michael A. Kelly* RECORDER



VOL. 8539 PAGE 623

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 16<sup>th</sup> day of December, 1991, before me a Notary Public in and for said County and State came the above named Robert Engel, President of the Atrium Condominium Council, and acknowledged the foregoing Maintenance and Easement Agreement to be the Council's act and deed, to the end that it may be recorded as such.

Witness my hand and seal.

Linda Lisowski Zebbens  
Notary Public  
LINDA LISOWSKI, Notary Public  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires December 3, 1991

STATE OF ~~ISRAEL~~ <sup>Pennsylvania</sup>

COUNTY OF Allegheny

On this 16 day of JULY, 1991, before me a Notary Public in and for said \_\_\_\_\_ and State came the above named Harold W. Rutterberg / Katherine M. Rutterberg, his wife, Owners of Unit #814 in said Atrium Condominium, and acknowledged the foregoing Maintenance and Easement Agreement to be their act and deed, to the end that it may be recorded as such.

Witness my hand and seal.

Thomas S. Camparo  
Notary Public  
Notarial Seal  
Thomas S. Camparo, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 1, 1993  
Member, Pennsylvania Association of Notaries

EXHIBIT F

EASEMENT AGREEMENT - UNIT 912

As adopted by the Owners October 24, 2012

RECORDER OF DEEDS  
ALLEGHENY COUNTY, PA

JUL 3 10 20 AM '91

391 077 976

LHWDDPGL

APRILUM CONDOMINIUM ASSOCIATION

and

DANIEL GLOSSER and  
MARCIA GLOSSER, his wife

*10/1/91*

MAINTENANCE AND EASEMENT AGREEMENT

*MLP*

MAIL TO:

200 Law & Finance Bldg.  
Pgh. PA. 15219



P. O. Neely Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219

STATE OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS

RECORDED IN THE OFFICE FOR THE RECORDING OF  
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 3rd  
DAY OF July A.D., 10 91 IN Deed  
BOOK VOL. 8514 PAGE 411 WITNESS MY HAND AND  
SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

*Michael A. Della Vecchia*

RECORDER



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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 2nd day of July, 1991, before me a Notary Public in and for said County and State came the above named Robert Engel, President of the Atrium Condominium Council, and acknowledged the foregoing Maintenance and Easement Agreement to be the Council's act and deed, to the end that it may be recorded as such.

Witness my hand and seal.

  
Eloise J. Kravac  
Notary Public


NOTARIAL SEAL  
Eloise J. Kravac, Notary Public  
Pittsburgh, Allegheny County, PA  
My Commission Expires March 1, 1992

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Cambria

On this 1st. day of July, 1991, before me a Notary Public in and for said County and State came the above named Daniel and Marcia Glosser, Owners of Unit #914 in said Atrium Condominium, and acknowledged the foregoing Maintenance and Easement Agreement to be their act and deed, to the end that it may be recorded as such.

Witness my hand and seal.

  
Virginia J. Hale  
Notary Public

NOTARIAL SEAL  
VIRGINIA J. HALE, Notary Public  
Johnstown, Cambria County, PA  
My Commission Expires Jan. 28, 1995

