

DECLARATION OF CONDOMINIUM
OF
BELLEFIELD PLACE, A CONDOMINIUM

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

Dated: September 30, 1987

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DECLARATION OF CONDOMINIUM
OF
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ARTICLE I - SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. 146
N. Bellefield, Inc., a Pennsylvania corporation (the
"Declarant"), owner in fee simple of the Real Estate described in
Exhibit A attached hereto, located in Allegheny County,
Pennsylvania, hereby submits the Real Estate, including all
easements, rights and appurtenances thereunto belonging and the
Buildings and improvements erected or to be erected thereon
(collectively, the "Property") to the provisions of the
Pennsylvania Uniform Condominium Act, 68 PA. C.S. §3101 et seq.
(the "Act"), and hereby creates with respect to the Property,
"Bellefield Place, A Condominium" (the "Condominium").

Section 1.2 Defined Terms.

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

1.2.2. The following terms are used or defined in
general terms in the Act and shall have specific meanings herein
as follows:

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

b. "Assessment" means Annual Assessment or Special
Assessment, as the case may be.

c. "Association" means the Unit Owners' Association
of the Condominium and shall be known as the "Bellefield Place
Condominium Association."

d. "Building" means any building included in the
Property.

e. "Bylaws" means the document having that name and
providing for the governance of the Association pursuant to
Section 3306 of the Act, as such document may be amended from
time to time.

- f. "Common Elements" is defined in Article IV.
- g. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves.
- h. "Condominium" means any building described in 1.1 above.
- i. "Condominium Documents" means, collectively, the Public Offering Statement, this Declaration, the Plats and Plans, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.
- j. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.
- k. "Declaration" means this document, as the same may be amended from time to time.
- l. "Executive Board" means the Executive Board of the Association and is further defined in the Bylaws.
- m. "General Common Expenses" means Common Expenses excluding Limited Expenses.
- n. "Limited Common Elements" is defined in Section 4.2 and in the Act.
- o. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act, as modified by this Declaration.
- p. "Material Improvements" is defined in Section 3.3.
- q. "Parking Area" means the Parking Garage and other areas where parking of vehicles is permitted.
- r. "Parking Garage" means the two (2) story, covered parking garage as shown by the Plats and Plans, as further defined in section 17.4.
- s. "Parking License" is defined in Section 17.4.
- t. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" hereto, as the same may be amended from time to time.
- u. "Permitted Mortgages" means a first lien mortgage encumbering any Unit and complying with the provisions of Section 8.1 below, as more fully defined in Section 8.1.

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

w. "Plats and Plans" means the Plats and Plans recorded of even date with the recording hereof and made a part hereof, as the same may be amended from time to time. They are entitled Plats and Plans for Bellefield Place, a Condominium prepared by The Gateway Engineers, Inc. dated September 1, 1987.

x. "Property" means the Property described in Section 1.1.

y. "Public Offering Statement" means the statement issued by Declarant pursuant to §3402 of the Act.

z. "Recreation Area" means the area labelled as such on Plan No. 5 to the Plats and Plans.

aa. "Rules and Regulations" means the rules and regulations as adopted and amended from time to time by the Executive Board pursuant to the Act, the Declaration or the Bylaws.

bb. "Unit" means a Unit as described herein and in the Plats and Plans.

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

dd. "Size" means the size of a Unit as defined in Section 2.1.

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

Section 1.3 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and management of the Condominium Property, except to the extent that contrary provisions, not prohibited by the Act, are contained in this Declaration or any other of the Condominium Documents.

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

Section 2.1 Percentage Interests. Attached as Exhibit "B" hereto is a list of all Units by their identifying numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square feet of floor space contained

therein determined by reference to all dimensions shown on the Plats and Plans. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2 Unit Boundaries.

(a) Each Unit consists of the space within the following boundaries:

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

(i) Upper Boundary: The horizontal plane of the bottom surface of the floor joist which supports the concrete floor slab for the Unit or the roof above; the Unit includes the thickness of any finishing material, such as drywall, wall board, paint, plaster, ceiling tiles, drop ceilings or similar materials.

(ii) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab on the lowest level of such Unit; the Unit includes the thickness of any finishing material, such as carpeting, padding, wood, tile, linoleum or other similar flooring.

(2) Vertical Boundaries: The vertical boundaries of a Unit shall be the vertical planes, each extended to intersections with the upper and lower boundaries, formed by the Unit-side surface of the common walls; the Unit includes the thickness of finish material, such as drywall, wall board, wall paper, wall cloth, paint or similar material.

(b) All portions of the Property located within the Unit boundaries, including (by way of illustration and not limitation) the following, are part of the Unit:

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

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

(3) All glass, including the interior and exterior surfaces thereof, including that which is set in sash in the exterior walls of the Units but excluding that glass "Spandrelite" which is attached to the outside walls of the Building. The outside window sills (except the Unit-side surface of such window sills) are Common Elements.

(4) Both sides of all doors opening into Common Elements.

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

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

(7) Bathroom and kitchen exhaust grilles and registers which serve only that Unit.

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

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

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

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

(12) Skylights, medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories) and other penetrations into or through Unit boundaries, whether or not located entirely within the boundaries of such Unit.

(14) Refrigerators, ranges, microwave ovens, freezers, dishwashers and other appliances, and the portions of their water, waste, gas, electrical and exhaust connections which serve only such Unit and which are not located within any exterior wall, or interior wall or partition separating a Unit from any adjoining Unit or Common Element; provided, however,

that this provision shall not be construed as granting any Unit Owner the right to operate any appliance in his Unit if such Unit Owner is obligated to obtain approval of such use by this Declaration, the Bylaws or the Rules and Regulations.

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

Section 2.3 Voting. The total number of votes allocated to all Units shall be 100. The number of votes allocated to each Unit shall be equal to the Percentage Interest allocated to that Unit.

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

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

Section 3.2 Unit Maintenance Responsibilities. Each Unit Owner shall be responsible for and shall pay the cost of the maintenance, repair and replacement of all or any portion of his Unit including without limitation, cleaning and replacing all interior or exterior doors and glass window panes in or appurtenant to his Unit, except that the exterior of windows that can only be cleaned by exterior swings or platforms or scaffolds or other special window washing equipment shall be cleaned by the Association and charged as a Common Expense. If any exterior window glass shall break, the Unit Owner shall notify the Association, the Association shall repair such glass and charge the cost thereof to the Unit Owner whose Unit looks out through such glass, and such cost shall be treated as a Special Assessment due from such Unit Owner. All maintenance, repair, decoration and replacement by Unit Owners shall be in a manner which will not impair the structural integrity or appearance of the Building or impair any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair, decoration or replacement by Unit Owners shall be of the same type and quality as were originally provided in the Unit and are subject to the condominium specifications and approval of the Association.

Maintenance, repairs and replacements of flooring, trim, the refrigerators, ranges, and other kitchen appliances and lighting fixtures and facilities and bath fixtures and other appliances, equipment, vanities, mirrors, shelving and similar matters

including, without limitation, all decorations, wall coverings and paint of any Unit Owner shall be at the expense of such Unit Owner.

All maintenance and any other work concerning the Unit which is visible from any other Unit or from any Common Element or from the exterior of the Building shall be repaired and replaced by a person selected by the Association (unless prior written consent to the contrary is obtained from the Executive Board or the Managing Agent) and in a manner consistent with the uniform appearance of the exterior of the Building.

Section 3.3 Material Improvements. Any construction, maintenance, repair or replacement which might affect the structural integrity or appearance of the Building or any other Unit or Common Elements or any mechanical, plumbing or electrical system (a "Material Improvement") shall require written approval of the Association as to materials and design. Further, any such undertaking which is inconsistent with the architectural design of the condominium is prohibited. Each Unit Owner shall be required to repair or replace any portion of his Unit which, if not repaired or replaced, would adversely affect the structural integrity or appearance of the Building or Common Elements or adversely affect another Unit in any manner. If a penetration of any part of the dry wall results in damage to any part of an electrical system or in damage of any other nature or adversely affects the Building's fire rating, it will be the responsibility of the Unit Owner to promptly correct. At the discretion of the Executive Board, if a penetration of any part of the dry wall results in an interference with the ability of the Association or its agent to have access to the Common Elements behind the dry wall, it shall be the responsibility of the Unit Owner to promptly remove the interference. If any Unit Owner fails to comply with the requirements of the preceding sentences, the Association may in its sole discretion make such repair or replacement and assess the expense thereof against such Unit Owner as a Special Assessment.

Section 3.4 Common Elements and Limited Common Elements. Except as set forth in this Section 3.4, the operation, maintenance, repair, improvement and replacement of Common Elements shall be the responsibility of the Association. Each Unit Owner shall be responsible for and shall pay the cost of the ordinary maintenance, repair and replacement of all or any portion of a Limited Common Element appurtenant to his Unit, including but not limited to balconies, ground level terraces, heat pumps and condensing units located on the Building Roof and all pipes, lines and other connections thereto and those portions of the common corridor and any other Common Elements designated by the Executive Board as Limited Common Elements as a result of the altering of any standard floor plan so as to combine Units as if such corridor or other Common Element portion were a part of

the Unit. The structural repair and/or replacements of such balconies and terraces shall be the responsibility of the Association, the costs to be charged as a Common Expense.

Section 3.5 Decorating and Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Subject to any rules and regulations pertaining thereto, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the Unit and shall have the right to decorate such interior surfaces from time to time as the Unit Owner may see fit and at the Unit Owner's sole expense. Each Unit Owner shall maintain the interior surfaces of the Unit in good condition at the Unit Owner's sole expense. No work will be carried out by any Unit Owner which could affect any other Unit Owner or the Common Elements except in accordance with this Article III. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of all windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the control of the Association. Decorating of the Common Elements exclusive of the Limited Common Elements shall be furnished by the Association as part of the General Common Expenses.

Section 3.6 Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within the Unit or Units shall be connected to equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the control of the Association. The authorized representatives of the Executive Board, or of the manager or Managing Agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Property or any equipment, facilities or fixtures affecting or serving other Units or any other portion of the Condominium Property.

Maintenance, repairs and replacements of any lines or facilities for the bringing of water, electricity, phone service and other utilities to the Building and to any liens or facilities serving more than one Unit or a Unit and Common Elements, shall be furnished as part of the Common Expenses. All such lines and facilities within the Unit or serving only the Unit, by way of illustration and not limitation, heat pumps, water closets, and service lines leading from a meter to the Unit or from the Unit to a line serving more than the Unit or the Unit and Common Elements, shall be a Unit Owner expense.

Section 3.7 Plan Approval. In addition to the requirements, rights and restrictions set forth in Sections 3.2, 3.3, 3.5, and 3.6 above, any Material Improvements must be in accordance with 7.2(k) and must be carried out pursuant to plans and specifications prepared by an architect or engineer licensed in Pennsylvania and submitted to the Association for prior approval, said approval not to be unreasonably withheld, delayed or conditioned.

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

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

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

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

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

Section 3.9 Remedies. Upon failure of any person to comply with the foregoing provisions, the Executive Board may, after notice to the Unit Owner, take such action as may be necessary to effect compliance with the foregoing and assess the cost thereof to such Unit Owner pursuant to Section 9.5 as if it were a Common Expense. This Section shall not be deemed to limit any other remedy the Executive Board may have.

ARTICLE IV - DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Common Elements. The Common Elements are all portions of the Condominium Property that are not included in any Unit and excluding also the Parking Licenses reserved by Declarant pursuant to Section 17.4. An undivided interest in the Common Elements is hereby allocated to all Units on the basis of their respective Percentage Interests. Common Elements include, without limitation, the following:

(a) The foundations, structural parts, supports, main walls, Common Walls separating Units from other Units, or from Common Elements, all roofs, lobbies, hallways, stairways and entrances and exits to the Condominium Property;

(b) Courtyards, trees, shrubbery, grass, walkways, driveways, the Parking Garage, vehicular ramps and similar improvements, excepting that which is noted in Section 4.2;

(c) All apparatus and installations existing for common use, including, without limitation, exterior building improvements and lockers;

(d) Those areas defined as Common Elements in the Act;

(e) All air space above the surface of the Land, excluding the air space enclosed by any Unit, and all soil and other elements below the surface of the Real Estate as the same may be limited by Exhibit "A";

(f) All elevators located within the Condominium Property and all areas adjacent thereto, notwithstanding the fact that certain elevators only service certain Units and might otherwise be considered Limited Common Elements under the Act; and

(g) The Parking Garage and all other Parking Areas.

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

(a) Balconies which abut and have access from one Unit and ground level patios which abut and have access from a Unit;

(b) All utility lines, pipes and ducts which serve one or two Units combined but which are not located within the boundaries of such Unit or combined Units;

(c) Those portions of the Common Elements which may from time to time be designated by the Executive Board as Limited Common Elements;

(d) All heat pumps and condensing units located on the Building Roof and all pipes, lines and other connections thereto;

(e) Those other areas designated as Limited Common Elements in the Plats and Plans or so defined in the Act, and not otherwise designated herein; and

(f) Those portions of the common corridor and any other Common Elements so designated by the Executive Board as a result of the altering of any standard floor plan to combine Units.

The Executive Board shall have the authority, pursuant to §3209(c) of the Act to allocate and designate portions of the Common Elements as Limited Common Elements.

ARTICLE V - EASEMENTS

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

Section 5.2 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain models, management offices and sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the Property. The models, management offices, and sales offices constituting a portion of the Common Elements shall be subject to the following requirements:

a. The number and use of any Unit owned by Declarant are subject to his discretion. The size of any model shall not exceed the size of the comparable Unit. Models may also be used as sales, management and construction offices.

b. In addition to the models maintained by the Declarant on the Common Elements, Declarant shall have the right to maintain within the Common Elements not more than four (4) offices for sales and management purposes. Each sales or management office may not exceed the size of a full floor.

c. Declarant shall have the right to place models, management offices, sales offices and advertising signs on any portion of the Common Elements in such manner, of such size and number, and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, sales offices and advertising signs to different locations within Units or the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Such activities by Declarant

shall all be at Declarant's expense and may include sales and management offices and models for sale of Units in other developments constructed or planned to be constructed in the vicinity of the Condominium by the Declarant.

Section 5.3 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 5.3 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; equipment; and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 5.3, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

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

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

(b) An easement over the Common Elements in favor of each Unit Owner for the maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all other utility lines and conduits which are a part of or serve a Unit and which pass across or through a different Unit or the Common Elements.

(c) An easement over and through the Units in favor of the Association acting through its agents, employees and independent contractors, (1) for inspection of the Units in order to verify the performance by Unit Owners of all items of maintenance, repair and replacement for which they are responsible, (2) for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and facilities contained therein situated in or accessible from such Units and

(3) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, Limited Common Elements and/or the Units. The Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 5.4(c).

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

ARTICLE VI - AMENDMENT OF DECLARATION

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

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

(a) terminating or abandoning the Condominium (except for termination or abandonment through a taking by eminent domain);

(b) abandoning, encumbering, selling or transferring the Common Elements;

(c) partitioning or subdividing any Unit or the Common Elements (except for the relocation boundaries between Units);

(d) changing the percentage interests of any Unit Owners (except to the extent square foot area of Units changes as a result of the relocation of boundaries between Units); or

(e) the use of hazard proceeds for losses to any part of the condominium or its property for purposes other than repair or replacement thereof, require approval of the Unit Owners having 67% of the votes in the Association and prior written approval of two-thirds (2/3) of the Permitted Mortgage Holders.

Other amendments relating to: voting, assessments, liens, reserves, insurance, use of Common Elements, maintenance responsibilities, Unit boundaries, Common Element interest, leasing, restrictions on alienation, and provisions benefiting mortgagees shall require approval of the Unit Owners having 67% of the votes in the Association.

Section 6.3 Amendments to Cure Ambiguities.

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

ARTICLE VII - USE RESTRICTIONS

Section 7.1 Use of the Property. The use of the Units and of the Common Elements (including Limited Common Elements and Parking Areas) shall be only in accordance with the provisions of (i) the Act, the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations (in effect from time to time); (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions in

the deed of any Unit; (iv) any mortgage or other instrument affecting that Unit or any other Unit; and (v) those matters set forth in Article VI of the Declaration.

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

(a) No Unit (except any Unit owned by the Declarant or the Association and used by them as manager's quarters or offices, sales offices, models or storage facilities) shall be used for any purpose other than as a residence for the use of one person or one Family. For the purpose of this Section, "Family" shall mean two or more person related by marriage, adoption or consanguinity or up to four persons who are not related but who function as a Family unit. Notwithstanding the foregoing, the Association shall have the right to use (and to permit others to use) any portion of the Common Elements for non-residential purposes.

(b) Unit Owners may lease their individual Unit; provided however, that a Unit may not be leased by a Unit Owner for a term of less than one (1) year. Any lease of a Unit shall be in writing in a form approved by the Executive Board, shall contain a clause that makes any breach of any of the Condominium Documents a breach of said lease, and a cause for termination thereof. A copy of each lease must be furnished to the Association within ten (10) days after execution thereof. The rights of any lessee of any Unit shall be subject to, and each of the lessees shall be bound by, the covenants, conditions and restrictions contained in any of the Condominium Documents. The Owner of any leased Unit shall be jointly and severally responsible with any tenant for full compliance with all the terms and conditions of the Condominium Documents. No Unit may be subleased.

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

(d) Unit Owners may not install any window air conditioners, exhaust fans or any other item which protrudes through a window serving a Unit, nor shall any structure, addition, awning, screen, pot, flower bed or similar decoration which is visible from the outdoors be placed or maintained upon any exterior door, window, patio or balcony or any outside wall of the Building, without prior written approval of the Executive Board. No Unit Owner (other than Declarant in connection with

its marketing or sale of the Unit) may erect any sign on or in a Unit or any Common Element which is visible from the outdoors or Common Elements.

(e) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted in any part of the Condominium Property, except in such areas of the Common Elements that the Executive Board may decide. No person shall cause or permit a nuisance on the Property and no use or practice shall be permitted on the Condominium Property which is a source of annoyance to Unit Owners or tenants, or which unreasonably interferes with the peaceful possession and proper use of all or any part of the Condominium Property by its Unit Owners and tenants. No cooking or grilling may be done on any balcony.

(f) In addition to any restriction contained in the Condominium Documents, all laws, statutes, orders, ordinances, occupancy limitations, rules and regulations of all governmental and quasi-governmental bodies having jurisdiction thereof shall be observed.

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

(h) The Condominium Property is to be maintained in a clean and sanitary condition, and no Unit Owner is to place any garbage, trash or rubbish in the Common Elements or permit any unsightly condition to exist therein or thereon except as expressly provided for. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Association, unless otherwise provided in the Rules and Regulations.

(i) Upon compliance with the requirements of Section 7.2(k) hereof and subject to §§3213, 3214 and 3215 of the Act, two or more entire adjacent Units, or with the prior written consent of the Association portions thereof on the same floor or on contiguous floors, may be combined, provided that both of the combined Units are under common ownership at the time of effecting such combination, whereupon the Percentage Interests in the Common Elements appurtenant to such combined Units shall be the sum of the respective Percentage Interests in the Common Elements appurtenant to each of the Units or portions thereof that have been combined. The votes allocated to each Unit

resulting from such combination shall be equal to the Percentage Interests allocated thereto as set forth above. Certain portions of the common corridor and any other Common Element located between the Units being combined may be designated a Limited Common Element and deemed appurtenant to such combined Unit. Such designation shall be made by the Executive Board pursuant to Section 4.2 hereof with the consent of the Owner of the combined Units.

(j) No Unit may be subdivided by any Unit Owner (other than Declarant) unless the subdivided parts are attached to another Unit and the Unit Owner obtains the prior written consent of the Executive Board, except that if Units have been combined pursuant to §7.2(i) above, they may later be subdivided, without the consent of the Executive Board, provided that after such subdivision they are the same as the Units that existed prior to the combination. In the event of any such subdivision, the subdivision shall comply with the provisions of §§3213, 3214 and 3215 of the Act, the Percentage Interest allocated to each Unit resulting from such subdivision shall be determined in the manner set forth in Section 2.1, and votes allocated to each such Unit shall be equal to the Percentage Interest allocated thereto as set forth above, and the subdivided Units will be given consistent designations, i.e., 601(a), 601(b), etc. Declarant may combine or subdivide Units owned by it, or convert any such Unit into two or more Units, Common Elements, or a combination of Units and Common Elements, subject to Section 7.2(k) and §§3213, 3214 and 3215 of the Act.

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

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

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

(3) Comply with Sections 3.3 and 3.7 hereof.

(4) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to this Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building

after completion of such Alterations, which amendment shall be in recordable form and shall be recorded by the Association in accordance with the Act.

The maximum number of Units which may be created by the subdivision or conversion of Units owned by Declarant is two for each such Unit.

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

(m) Except for one dog which must be under 30 pounds, or a trained leader dog for a blind resident of a Unit, or one cat, or tropical fish or three caged birds, no Unit Owner shall keep or harbor any animals on the Condominium Property without the written consent of the Association. Such consent, if given, may be upon such conditions as the Association may prescribe. No pet shall be maintained or harbored within a Unit so as to create a nuisance to any other Unit Owner. A determination by the Executive Board that a pet creates a nuisance to any other Unit Owner shall be conclusive and binding upon all parties. Upon such a determination, this consent is automatically revoked and said pet must be immediately removed from the premises. Any animals permitted under this Section 5.2(m) may not be kept for commercial or breeding purposes.

All dogs must be registered with the Association and licensed by the appropriate governmental authorities. It shall be the duty of a Unit Owner to supply the Executive Board on an annual basis with a Certificate of Vaccination from a qualified veterinarian for each dog or cat owned by the Unit Owner as permitted hereunder, certifying that such animal has had administered to it the inoculations which the Executive Board, in its sole discretion, deems necessary, including, by way of example, vaccinations to prevent rabies and distemper. In the event such pet is not so vaccinated, the Unit Owner shall indemnify and hold the Association harmless from any liability or damage to persons or property arising as a result of said failure to vaccinate. No animal will be permitted outside the Unit owned by the owner thereof except on a leash or in a cage. No other animals are permitted in the Units or on the Condominium Property.

(n) No Unit Owner shall make any alteration to the Balcony assigned to his Unit which will change in any respect the appearance of the Balcony when viewed from any public right-of-way. No Unit Owner shall place any object or fixture (by way of illustration and not limitation, furniture, equipment, supplies, wood, landscaping or light fixtures or bulbs) which change in any respect the exterior or interior appearance of the Building or which will endanger persons or property below the balconies.

Balconies shall be used in conformance with Rules and Regulations relating to Balconies from time to time adopted by the Executive Board.

(o) No Unit Owner shall change the color and/or texture of the drapery liners (when viewed from the outside) which will change in any respect the exterior appearance of the Building. All window dressings visible outside each Unit must be white or if lined, have white liners.

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

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

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

(t) No Unit shall be occupied by more persons than 2 persons per bedroom.

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

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

ARTICLE VIII - MORTGAGES

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

All Permitted Mortgages must be held by one of the following "Permitted Mortgage Holders":

(i) an institutional lender which makes mortgage loans in the normal course of its business;

(ii) a prior Unit Owner;

(iii) any other mortgages which have been approved by the Executive Board in writing, based on its stability and experience and in light of responsibilities and rights created under the Act and hereunder with respect to Permitted Mortgage Holders.

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

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

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

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

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

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

(A) a distribution of such proceeds to the Unit Owners pursuant to §3312(g) of the Act, or

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

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

(c) 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.

When such a Permitted Mortgage is delivered to the Permitted Mortgage Holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. The

Executive Board shall then promptly determine whether the mortgage complies with this section. If the Permitted Mortgage is approved by the Executive Board, its Secretary shall instruct the insurer of the Condominium Property to provide the Permitted Mortgage Holder with a Certificate of Insurance evidencing insurance coverage of such Unit and respective interest therein. The Secretary shall maintain a register of the Permitted Mortgage Holders, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby. Whenever a Permitted Mortgage is satisfied, the Association shall be promptly notified.

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

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

i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a Permitted Mortgage Holder 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 Permitted Mortgage Holder 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.

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

ARTICLE IX - BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1 Annual Assessments. Until the Executive Board adopts a budget and makes any Annual Assessment for General Common Expenses and for Limited Expenses or Special Assessment based thereon, Declarant shall pay all expenses of the Condominium. The Executive Board may adopt a budget for the fiscal year commencing January 1, of the year in which this Declaration is recorded and for each Fiscal Year thereafter. On September 1, 1987, or later if a budget is not then adopted by the Executive Board, each Unit Owner shall pay an Annual Assessment as to Common Expenses levied by the Association in accordance with the Bylaws which shall be due and payable in equal monthly payments on the first day of each month.

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

Section 9.3 Use of Assessments. All monies collected hereunder as Annual Assessments or Special Assessments shall be used for the purposes designated herein.

Section 9.4 Failure to Fix New Assessments. If the Association shall fail to fix Annual Assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums as were payable during the fiscal year then ended and such sums shall be deemed to be the new Annual Assessments for the succeeding fiscal year. If the Association shall change the assessment at a later date, such new assessment shall be treated as a Special Assessment pursuant to Section 9.2 hereof.

Section 9.5 Special Costs. Any expense incurred by the Association due to the negligence or misconduct of any Unit Owner or his tenants, guests or invitees or as otherwise provided for in any Condominium Documents may be assessed against the Owner of the pertinent Unit as a Special Assessment and shall be treated as a Common Expense immediately due and payable by such Unit Owner.

Section 9.6 No Exemption By Waiver. No Unit Owner may exempt himself from Common Expense Liability by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 9.7 Power to Confess Judgment to Collect Delinquent Assessments. AS A MEANS OF ENFORCING THE OBLIGATION OF THE UNIT OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, THE EXECUTIVE BOARD SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE UNIT OWNER AGAINST WHOM SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH UNIT OWNER, BY HIS ACCEPTANCE OF THE DEED OF HIS UNIT, SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE EXECUTIVE BOARD (DURING HIS TERM OF OFFICE) AND THE MANAGING AGENT AS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS A JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS AND THE REASONABLE LEGAL FEES AND COSTS REQUIRED TO COLLECT SAME, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION 9.7 AND A COPY OF THE UNIT OWNER'S DEED TO HIS UNIT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE EXECUTIVE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OF ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE. The Executive Board shall not exercise its right to obtain a judgment by confession against any institutional lender who has acquired title to a Unit by foreclosure sale or deed in lieu of foreclosure or assignment in lieu of foreclosure, nor

shall such right be exercised against any Unit Owner except after the Executive Board shall have given the delinquent Unit Owner at least ten (10) days' notice of its intention to do so. Nothing herein is intended to limit the rights which the Association or the Executive Board may otherwise have under the Act.

Section 9.8 Personal Liability of Unit Owners. All sums assessed pursuant to this Article IX shall constitute the personal liability of the Unit Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to §3315 of the Act. The Executive Board, on behalf of the Association, may take action for failure to pay any Assessment or other charges pursuant to §3315 of the Act and may assess a late charge for failure to pay any Assessment or other charge on the date on which it is due. The delinquent Owner shall be obligated to pay (a) all expenses of the Association, including reasonable attorneys' fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, (b) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest before and after judgment, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such, and (c) interest, from the due date, on Assessments not paid within fifteen (15) days after due, at a rate per annum equal to two percent (2%) above the prime rate announced from time to time by Equibank, but not more than fifteen percent (15%).

Section 9.9 Liability of Purchaser of Unit for Unpaid Assessments. Subject to the provisions of §3407(c) of the Act, upon the sale, conveyance or any other transfer of a Unit or any interest therein, any unpaid Assessments shall continue to be a lien against the Unit which may be enforced in the manner set forth in §3315 of the Act.

Section 9.10 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to §§3302(a) (10), (11) and (12) of the Act shall be subordinate to any Permitted Mortgage.

Section 9.11 Common Expenses.

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

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

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

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

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

(v) Expenses incurred pursuant to Article XV hereof;

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

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

(viii) Insurance premiums; and

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

(b) As to utilities:

(i) The expense of gas, water and sewage service and such other utility and electronic systems and services which may hereafter be supplied for the benefit and use of all Units and/or for the Common Elements shall be a Common Expense. Any such service which is furnished for the exclusive benefit and use of any Unit and is separately metered for that purpose shall not be a Common Expense, but shall be payable on such basis by the Unit Owner of that Unit.

(ii) The expense of electric service for each Unit shall be separately metered and payable on such basis by each Unit Owner. Electric service other than that for service to the Units shall be a Common Expense.

(iii) Telephone service to the Units shall be the obligation of each Unit Owner.

Section 9.12 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with their respective Percentage Interests, said credits to be applied to the next Annual Assessment of Common Expenses due from said Unit Owners under the next fiscal year's budget, and thereafter, until exhausted.

Section 9.13 Reserve Fund. The Association may establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by monthly payments as a part of Common Expenses, as provided in the Bylaws.

ARTICLE X - EXECUTIVE BOARD OF THE ASSOCIATION

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

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

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

ARTICLE XI - DECLARANT'S RIGHTS/CONTROL

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

(a) until the conveyance of 25% of the Units to Unit Owners other than the Declarant, the Declarant shall have the right to appoint and remove any and all officers of the Association and members of the Executive Board. However, by the

sixtieth (60th) day after conveyance of 25% of the Units to Unit Owners other than Declarant, at least 25% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

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

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

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

ARTICLE XII - MECHANICS' LIENS

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

ARTICLE XIII - ENFORCEMENT

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

ARTICLE XIV - EFFECTIVE DATE; SEVERABILITY

This Declaration shall become effective when it and the Plats and Plans have been recorded. In the event that any provision of this Declaration or of any other Condominium

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

ARTICLE XV - LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

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

Section 15.2 Indemnification. Subject to the provisions of 15 P.S. §§7501, 7741-7748, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with: (a) any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board; or (b) any settlement of any such proceeding. This applies whether or not he is an Executive Board member, officer or both at the time such expenses are incurred. The indemnification set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense, to be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

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

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

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

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

ARTICLE XVI - INSURANCE

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

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and hazard insurance as the Association may determine which provides equal or greater protection for the Unit Owners and Permitted Mortgage Holders, if any, in each case complying with the applicable requirements of Section 16.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of

the Condominium Property as originally constructed Units, but may not cover the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, demolition and debris removal. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section 16.1 shall be reviewed annually by the Association, and shall be equal to the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., eighty percent (80%) of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available.

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

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

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

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

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

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

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

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

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

(e) Such policies shall not be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days'

prior written notice to each Unit Owner and all Permitted Mortgage Holders whose names and addresses are on file with the insurer.

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

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

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

"The Bellefield Place Condominium Association for the use and benefit of the individual owners or their Permitted Mortgage Holders as their interest may appear in the Condominium Units contained in The Bellefield Place Condominium."

(i) Subject to the requirements of the Easement Declaration, each insurance policy required to be carried by the Association pursuant to this Article XVI shall be endorsed to provide that all proceeds shall be payable to the Association.

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

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

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

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

Section 16.3 Unit Owner Insurance.

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

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

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

ARTICLE XVII - MISCELLANEOUS

Section 17.1 Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the table of contents are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 17.2 Applicability of Condominium Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Easement Declaration, the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act and/or one or more of the Condominium Documents make applicable only to Unit Owners. The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the occupancy of any Unit shall constitute an agreement that the

provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth therein are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

Section 17.4 Parking.

(a) A two (2) level, enclosed parking garage (the "Parking Garage") is connected to the Building. The upper level contains twenty-eight (28), self-park, reserved automobile parking spaces. The lower level will accommodate up to sixty (60) automobiles through a valet service, the manner and hours of operation of which shall be subject to the discretion of the Executive Board. Declarant reserves ownership of all rights to use all areas of the Parking Garage designed for parking for the purpose of granting and the right to grant licenses ("Parking Licenses") for up to twenty-eight (28) self-park automobile parking spaces on the upper level of the Parking Garage and up to sixty (60) valet Parking Licenses for the lower level of the Parking Garage. After the last Unit is sold, Declarant shall assign to the Association any unsold Parking Licenses and Declarant's rights as licensor under all Parking Licenses theretofore sold, and thereafter such unsold Parking Licenses may be sold by the Association to any Unit Owner. Parking Licenses for the upper level of the Parking Garage shall be for assigned spaces. Licenses for the lower level of the Parking Garage shall be for valet parking in such spaces and arrangements as determined by the Executive Board and its agents. The price of the Parking License shall be determined by the seller (whether the Declarant, the Association or a Unit Owner). Unit Owners may assign their Parking Licenses to and only to a Unit Owner.

(b) An amount (the "Parking Assessment") calculated to partially defray the estimated annual costs of maintaining, replacing and operating the Parking Garage shall be specially assessed by the Association against all the owners of Parking Licenses. The Parking Assessment for each Parking License shall be equal, regardless of the parking space location, and shall be made as a Limited Expense Assessment. The Parking Assessment for each Parking License shall initially be \$20.00 per month and may

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be increased annually by no more than fifteen percent (15%) of the previous year's Parking Assessment. The balance of the cost of maintaining, replacing and operating the Parking Garage shall be a General Common Expense. Except for the Parking Assessment, neither the Declarant nor the Association shall have the right to collect rent or any other charges on or relating to an Parking Licenses.

(c) The valet parking service for the lower level parking spaces may be discontinued at the discretion of the Executive Board, if they determine that the number of Parking Licenses sold for the lower floor does not warrant valet parking.

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

Section 17.5 Damage by Negligent or Willful Acts. If due to the negligent act or omission or willful misconduct of a Unit Owner, or of a resident, or of a member of the family or household pet or of a guest, invitee or other authorized occupant or visitor of such Unit Owner or resident, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents by its President this 30th day of September, 1987.

146 N. BELLEFIELD, INC.,
a Pennsylvania corporation

By: James N. Cherry
_____, President

Equibank, holder of that certain Mortgage and Security Agreement (the "Mortgage") on the Property, dated July 10, 1986 and recorded July 10, 1986, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Mortgage Book Volume 8710, Page 437, joins in this Declaration of Condominium of Bellefield Place, a Condominium, for the sole purpose of consenting hereto and providing that this Declaration of Condominium shall not be discharged or otherwise affected by any foreclosure or other act taken under the Mortgage.

ATTEST:

EQUIBANK

Donald F. Kolesov Jr

By: [Signature]
Its: Senior Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF)

SS:

On this, the 30th day of SEPTEMBER, 1987, before me, the undersigned officer, a Notary Public in and for said County and Commonwealth, personally appeared HARRY R. ZIMMERMAN, who acknowledged himself to be the SENIOR VICE PRESIDENT of EQUIBANK, a PENNSYLVANIA corporation, and that he as such SENIOR VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as SENIOR VICE PRESIDENT.

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

[Signature]
Notary Public

My Commission Expires:

KIM A. PONSONBY, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 3, 1990
Member, Pennsylvania Association of Notaries

87/9/16

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF)

On this, the 30th day of September, 1987, before me, the undersigned officer, a Notary Public in and for said County and Commonwealth, personally appeared Lawrence N. Gumberg, who acknowledged himself to be the President of 146 N. BELLEFIELD, INC., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

[Signature]
Notary Public

My Commission Expires:

SUSAN M. GRAHAM, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES SEPT. 16, 1990
Member, Pennsylvania Association of Notaries

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the 4th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being all of Lots Nos. 12, 13, 14, 15, and 16 and part of Lot No. 11 in the Plan of Lots laid out by the heirs of Henry Lloyd, deceased, recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 8 page 182, being together bounded and described as follows:

BEGINNING at a point on the Easterly line of Bellefield Avenue, 60 feet wide, at the dividing line between Lots Nos. 16 and 17 in the aforesaid Plan of Lots laid for the heirs of Henry Lloyd, of record in Plan Book Volume 8 page 182; thence along the Easterly line of Bellefield Avenue aforesaid, South $18^{\circ} 33' 30''$ East 150.12 feet to a point on the dividing line between Lots Nos. 12 and 9 in the aforesaid Plan; thence along said dividing line, North $71^{\circ} 26' 30''$ East 116.11 feet to a point on the dividing line between Lots Nos. 12, 9 and 11 in said Plan; thence along the dividing line between Lots Nos. 12 and 11, North $22^{\circ} 0' 30''$ West 34.74 feet to a point; thence by a line through Lot No. 11 in the aforesaid Plan, North $65^{\circ} 50' 30''$ East 174.95 feet to a point on the Westerly side of Dithridge Street, 50 feet wide; thence along the Westerly side of Dithridge Street, North $24^{\circ} 09' 30''$ West 110.00 feet to a point on the dividing line between Lots Nos. 15 and 18 in the aforesaid Plan; thence along said dividing line, South $65^{\circ} 50' 30''$ West 170.82 feet to a point of intersection of Lots Nos. 15, 16 and 18 in the aforesaid Plan; thence along the dividing line between Lots Nos. 16 and 18, North $22^{\circ} 00' 30''$ West 5.58 feet to a point on the dividing line between Lots Nos. 16 and 17 in the aforesaid Plan; thence along the dividing line between Lots Nos. 16 and 17 aforesaid, South $71^{\circ} 26' 30''$ West 107.06 feet to a point at the place of beginning.

This description was prepared in accordance with the Plats and Plans for Bellefield Place, A Condominium, prepared by The Gateway Engineers, Inc., dated September 1, 1987, Drawing No. 43,888.

BEING designated as Block 27-H, Lots No. 72, 74 and 69 and Block 27-M, Lot No. 88 in the Office of Deed Registry of Allegheny County, Pennsylvania.

RECITAL

BEING the same property which The University of Pittsburgh of the Commonwealth System of Higher Education granted and conveyed to 146 N. Bellefield, Inc., a Pennsylvania Corporation, by its deed dated March 13, 1986 and recorded in Deed Book Volume 7263, page 535.

PERCENTAGE INTEREST ALLOCATED TO UNITS
BELLEFIELD PLACE

<u>FLOOR</u>	<u>UNIT NUMBER</u>	<u>PERCENTAGE INTEREST</u>
PH	PH 2	3.155
	PH 3	2.571
	PH 4	2.132
12	1201	3.163
	1203	2.086
	1204	2.609
11	1101	3.640
	1103	2.086
	1104	2.132
10	1002	3.155
	1003	2.571
	1004	2.132
9	901	3.640
	903	2.086
	904	2.132
8	801	1.800
	802	1.840
	803	2.086
	804	2.132
7	701	3.153
	703	2.086
	704	2.609
6	601	1.800
	602	1.840
	603	2.086
	604	2.132
5	501	3.153
	503	2.086
	504	2.609
4	401	3.640
	403	2.086
	404	2.132
3	301	3.640
	303	2.086
	304	2.132
2	201	1.800
	202	1.840
	203	2.086
	204	2.132
1	101	1.710
	103	2.219
	104	1.773

FIRST AMENDMENT TO DECLARATION

OF

BELLEFIELD PLACE, A CONDOMINIUM

This Amendment to Declaration of Bellefield Place, A Condominium, made as of this 25th day of November, 1987, by BELLEFIELD PLACE CONDOMINIUM ASSOCIATION, (the "Association") and 146 N. BELLEFIELD, INC.

146 N BELLEFIELD ST FOURTH WARD (HULLMAN) 17th PA

W I T N E S S E T H:

WHEREAS, 146 N. Bellefield, Inc., a Pennsylvania corporation (the "Declarant"), as Declarant made that certain Declaration of Condominium (the "Declaration") of Bellefield Place, A Condominium, dated September 30, 1987, recorded in the Recorder's Office of Allegheny County, Pennsylvania at Deed Book Volume 7650, page 219; and

WHEREAS, the Declarant has, simultaneous with the recording of the Declaration, recorded Plats and Plans (the "Plats and Plans") for Bellefield Place, A Condominium, in the Recorder's Office of Allegheny County, Pennsylvania at Plan Book Volume 148, pages 79 to 92 inclusive, page 2 of 7 of which depicts the upper level Parking Garage; and

WHEREAS, Section 17.4 of the Declaration provides for twenty-eight (28) self-park reserved parking spaces located on the upper level of the Parking Garage but the Plats and Plans do not specify the location of such reserved parking spaces; and

WHEREAS, the Declarant wishes to amend the Declaration and the Plats and Plans in order to identify, by number, the twenty-eight (28) parking spaces contained on the upper level of the Parking Garage as defined in Section 1.2.2.g of the Declaration; and

WHEREAS, Declarant is the owner of units to which in excess of 67% of the votes in the Association are allocated; and

WHEREAS, the Executive Committee of the Association has unanimously approved the following amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

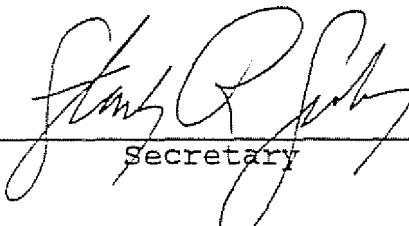
1. The second sentence of Section 17.4(a) of the Declaration is deleted in its entirety and replaced by the following:

"The upper level contains twenty-eight (28), self-park, reserved automobile parking spaces numbered consecutively 1 through 28 and located as depicted on Exhibit "C" attached hereto and made a part hereof."

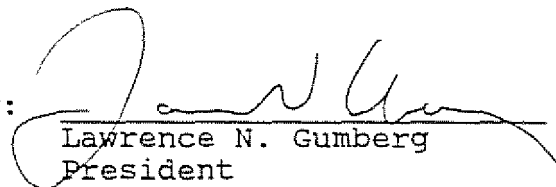
2. The Declaration, as specifically amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the Declaration of Bellefield Place, A Condominium.

146 N. BELLEFIELD, INC.




Secretary
[Corporate Seal]

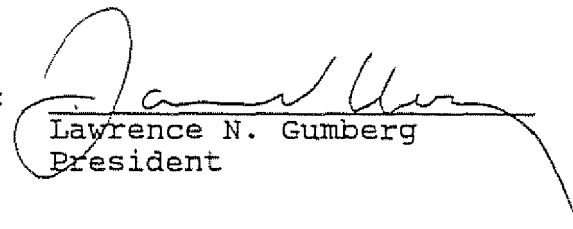
By: 

Lawrence N. Gumberg
President

BELLEFIELD PLACE CONDOMINIUM
ASSOCIATION



Secretary
[Corporate Seal]

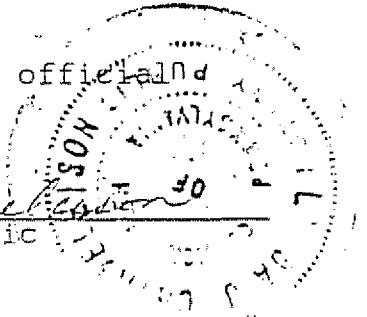
By: 

Lawrence N. Gumberg
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 25th day of November, 1987, before me, a notary public, the undersigned officer, personally appeared Lawrence N. Gumberg, who acknowledged himself to be the President of 146 N. Bellefield, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

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


Linda J. Chireleison
Notary Public

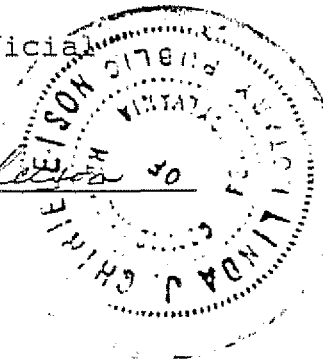
My Commission Expires:

LINDA J. CHIRELEISON, NOTARY PUBLIC
BRADDOCK HILLS BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES APRIL 13, 1991
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

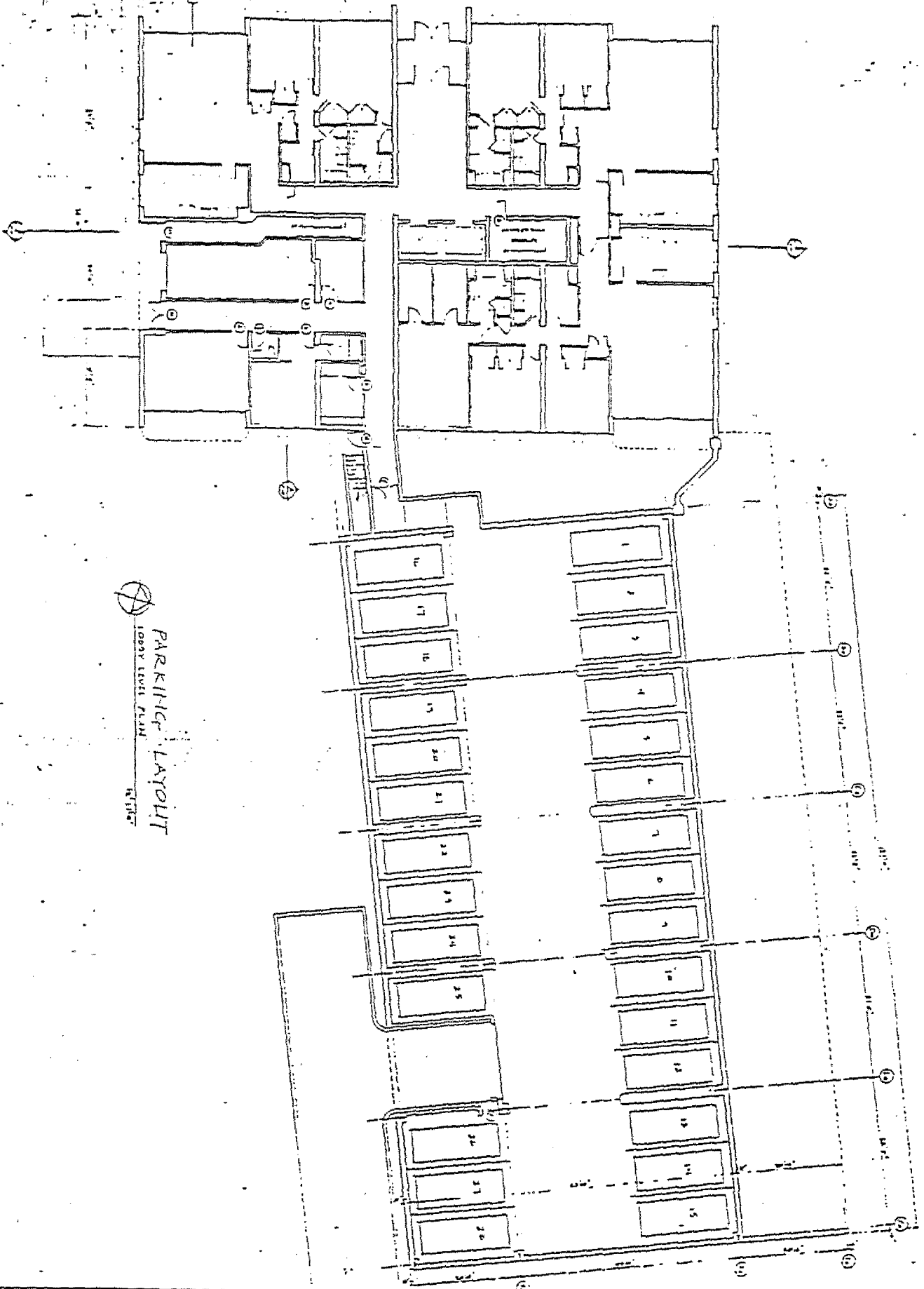
On this, the 25th day of November, 1987, before me, a notary public, the undersigned officer, personally appeared Lawrence N. Gumberg, who acknowledged himself to be the President of Bellefield Place Condominium Association, and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the association by himself as President.

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


Linda J. Chireleison
Notary Public

My Commission Expires:

LINDA J. CHIRELEISON, NOTARY PUBLIC
BRADDOCK HILLS BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES APRIL 13, 1991
Member, Pennsylvania Association of Notaries



PARKING LAYOUT
 1000Y LEVEL PLAN

Martin Chetlin and Associates Inc.

Architect: Martin Chetlin and Associates Inc.
 905 Pine Square / Pittsburgh, Pennsylvania 15222 / (412) 471-4668

1 -		REV. DATE	BY	CHKD.	DATE
1 -					
KEY CONDOMINIUM DEVELOPMENT BELLEFIELD PLACE 1000 BELLEFIELD PLACE, PITTSBURGH, PENNSYLVANIA © 1984 M.C. BELLEFIELD, INC.					
			APPROVED: _____ DATE: _____		

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

THESE AMENDMENTS made on the 25th day of July, 1996, by the BELLEFIELD PLACE, a Pennsylvania Non-Profit Corporation.

WHEREFORE, on September 30, 1987 a Declaration of Condominium Ownership for Bellefield Place, a condominium located in the 4th Ward in the City of Pittsburgh, Allegheny County, Pennsylvania, was recorded in the Offices of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 7650, Page 175 and,

WHEREAS, at a meeting duly held on July 25, 1996, a majority of the unit owners voted to amend the By-Laws.

NOW, THEREFORE, the Bellefield Place Condominium Association, being duly authorized by the unit owners of the condominium, hereby amends the by-Laws for Bellefield Place as reflected in the attached Amendments:

Second Amendment to Declaration of Condominium

That Article VII of the Declaration of Condominium be amended by adding the following as Section 7.4 and renumbering the present Section 7.4 as Section 7.5:

Section 7.4 Transfers Subject to Approval

(a) In order to maintain a community of congenial residents who are financially responsible and to protect the value of the units, the transfer of units by an Owner shall be subject to the following provisions.

(b) No Unit Owner may dispose of a unit or any interest in a Unit by sale or lease without approval of the Association. If a unit owner shall acquire his title by gift, devise or inheritance, or in any other manner, the continuance of his ownership shall be subject to the approval of the Association. However, the Association's approval shall not be required if title to a unit is acquired 1) by a Permitted Mortgage Holder, whether by foreclosure or by deed or other conveyance from the mortgagor, nor 2) to a transfer, sale or lease by a Permitted Mortgage Holder who has so acquired his title, nor 3) as to a purchaser who acquires title to a unit at a duly advertised public sale with open bidding provided by law, such as,

but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

(c) The approval of the Association required under Section 7.4(b) above shall be obtained in the following manner:

(i) An Owner intending to make a bona fide sale of his unit shall give the Association 25 days notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require, and shall accompany said notice with a payment of \$50.00 as a processing fee.

(ii) An Owner intending to make a bona fide lease of his unit shall give the Association 20 days notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, and shall accompany said notice with a payment of \$50.00 as a processing fee.

(iii) A new Owner who has acquired his title by gift, devise, inheritance or in any other manner shall give prompt notice of such acquisition, together with such information concerning himself as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(iv) The Association is vested with the authority to prescribe an application form to be completed by both an Owner and/or Purchaser and/or Lessee, including specific personal, social, financial and other data, to enable the Association to responsibly investigate a proposed new occupant within the time limits extended to the Association for that purpose as hereinafter set forth. Said investigation will include a required interview with the members of the prospective newly-occupying Family unit, said interview to be conducted by one or more members of the Executive Board.

(v) Failure of the parties involved in a transfer of title or occupancy to file the required notice or application form shall cause the proposed transfer to be disapproved as if for cause.

(d) (i) On or before the expiration of the notice period specified for a transaction in sub-section 7.4(c) above, the Association, either orally or in writing, will advise the parties to the transaction of the Association's approval or disapproval, and will promptly thereafter confirm said advice by mailing to the parties a written Certificate of Approval or Disapproval executed by one of its officers.

(ii) If the Association fails to act upon a transaction within the applicable notice period and advise the parties accordingly, the transaction shall be considered approved. The parties may then require the Association to issue its written Certificate of Approval.

(e) Grounds for Disapproval. A proposed transfer of ownership by sale, gift, devise, inheritance or otherwise, or proposed transfer of possession by lease, may be disapproved by a vote of two-thirds (2/3) of all the members of the Executive Board voting in person or by conference call at a duly convened meeting of the Board. Grounds for disapproval shall be based only on one or more of the following elements as such elements relate either to the proposed Owner or Lessee or to any other person who will become an occupant of the unit:

(i) Conviction of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude.

(ii) Indications of probable violation of any provisions of the condominium documents including the rules and regulations, or intended conduct of a manner inconsistent with the condominium documents or applicable law.

(iii) History of disruptive behavior or disregard for the property rights of others.

(iv) Evidence of an attitude of disregard for the covenants, restrictions and/or rules and regulations applicable to the condominium by conduct as a tenant, owner or occupant of a unit or as exhibited when personally appearing before the Board or its designee.

(v) Failure to provide the information, fees or appearances required to process the application in a timely manner, or providing false information during the application process.

(vi) With respect to a prospective lease, the Owner has a history of leasing the unit to troublesome lessees and/or failure to control or accept responsibility for the occupants of the unit.

(vii) Unsatisfactory credit history or financial responsibility of the applicant.

(viii) Unsatisfactory reputation or personal history of the applicant or any of the other prospective occupants.

(ix) Possibility of interference with other Owners' secure, quiet and peaceful enjoyment of their properties.

(x) Indication that the unit will at times be occupied by persons other than those identified in the application as members of the occupying Family without the presence of any such members of the occupying Family.

Such elements of disapproval may be derived either from the data submitted by the applicant or data independently arrived at and verified by the Executive Board.

IN WITNESS WHEREOF, these amendments have been executed the day and year first written above.

ATTEST:

BELLEFIELD PLACE CONDOMINIUM
ASSOCIATION

Matalie H. Klein
Secretary

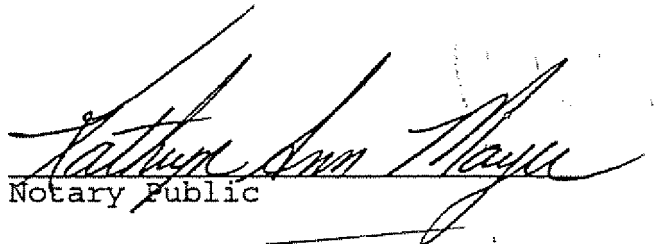
By *[Signature]*
President

COMMONWEALTH OF PENNSYLVANIA

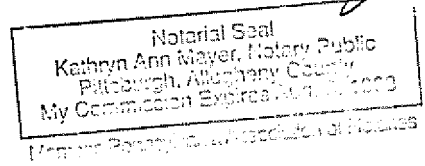
COUNTY OF ALLEGHENY

On this the 10th day of December, 1996, before me, a Notary Public, the undersigned officer, personally appeared Nelson P Young & NATALIE W KLEIN, known to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes herein contained.

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


Notary Public

Seal



FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT made this 2nd day of November, 1989 by Bellefield Place, a Pennsylvania non-profit corporation.

WHEREAS, on September 30, 1987, a Declaration of Condominium located in the 4th Ward in the City of Pittsburgh, Allegheny County, Pennsylvania, was recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 7650, page 175 and

WHEREAS, at a meeting duly held on November 2, 1989, a majority of the unit owners voted to amend the Declaration of Condominium.

NOW, THEREFORE, the Bellefield Place Condominium Association, being duly authorized by the unit owners of the Condominium, hereby amends the Declaration of Condominium of Bellefield Place to read as follows:

Article 16.1(a) to read:

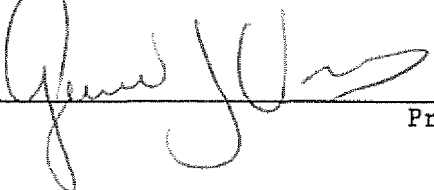
Article 16. 1

- (a) Hazard insurance with an endorsement for extended coverage, or such other fire and hazard insurance as the Association may determine which provides equal or greater protection for the Unit Owner and Permitted Mortgage Holders, if any, in each case complying with the applicable requirements of Section 16.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Condominium property as originally to be constructed Units.

IN WITNESS HEREOF this amendment has been executed on the day and year written above.

BELLEFIELD PLACE CONDOMINIUM ASSOCIATION


Secretary


President