

DECLARATION OF CONDOMINIUM

for

HAMPTON HALL CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. HAMPTON HALL CONDOMINIUM, a Pennsylvania partnership, (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit A attached hereto, located in the City of Pittsburgh, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S. §3101 et. seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Hampton Hall Condominium" (the "Condominium").

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

- a. Coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed or reserved by instruments of record; right of surface, lateral or subjacent support; or any surface subsidence.
- b. Easements and servitudes apparent from an inspection of the premises.
- c. Rights or claims of parties in actual possession of the property other than the owners.
- d. Zoning ordinances of the City of Pittsburgh.

Section 1.3. Defined Terms.

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

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

a. "Association" means the unit owners' association of the Condominium and shall be known as the "Hampton Hall Condominium Association."

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

c. "Condominium" means the Condominium described in Section 1.1 above.

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

e. "Declaration" means this document, as the same may be amended from time to time.

f. "Executive Board" means the Executive Board of the Association.

g. "Limited Common Elements" means the Common Elements described as such in the Act, including the indoor storage lockers and exterior parking spaces, as shown on the Plats and Plans.

h. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.3 of this Declaration.

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

j. "Property" means the Property described in Section 1.1 above.

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

1.3.3. Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Expenses.

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

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

d. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (i) the Declarant; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (iii) any other mortgagee approved by the Executive Board. A holder of a

Permitted Mortgage is referred to herein as a "Permitted Mortgage".

ARTICLE II

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

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

Section 2.2. Percentage Interests. Attached as Exhibit "C" 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 the dimensions shown on the Plats and Plans (exclusive of interior partitions). The Percentage Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in Section 3202 of the Act which are appurtenant to the Unit.

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

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

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

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as "Limited Common Elements" including the storage lockers and outdoor parking spaces and portions of the roof and yard. Declarant reserves the right to make the initial assignment of the parking spaces and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces and storage areas shall become appurtenant. The Declarant may assign such Limited Common Element parking spaces or storage areas pursuant to the provisions of Section 3209 of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

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

ARTICLE IV

EASEMENTS

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

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be

deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

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

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

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

e. Construction Easement. Until the expiration of four (4) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other

Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2. Rights of Permitted Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all Permitted Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

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

ARTICLE VI

USE RESTRICTIONS

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

a. All Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit owner shall permit his Unit to be used or occupied for any prohibited purpose.

b. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single small, non-illuminated name sign on the door of a

Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

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

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

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

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

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

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

6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall

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

6.3. Rules and Regulations: Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

6.4 Sale of Units. Any owner who wishes to sell his or her Unit shall, at least ten (10) days prior to accepting any offer to sell, give to the Association written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said ten-day period, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said ten-day period, time being of the essence, then the Owner may sell his or her Unit to the original offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any holder of a mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage or any purchaser at a Sheriff's sale of the Unit or any mortgagee, or its designee, who accepts a Deed for the Unit in lieu of foreclosure, shall be exempt from the provisions of this section with respect to their obtaining title to the Unit. Thereafter they shall be subject to the provisions of this paragraph.

ARTICLE VII

MORTGAGES

7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide

specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

7.2. Rights of Permitted Mortgagees: Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

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

b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

h. The right to examine the books and records of the Executive Board at any reasonable time; or

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

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

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

ARTICLE VIII

LEASING

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

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1. Monthly Payments: All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

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

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

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

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

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

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

ARTICLE X

DECLARANT'S RIGHTS

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

- a. Until the 60th day after conveyance of 14 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than 60 days after conveyance of 14 units to Unit Owners other than Declarant, one of the three initial members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 180 days after 27 of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.

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

ARTICLE XI

LIMITATION OF LIABILITY

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

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

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

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

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a

Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

11.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

11.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

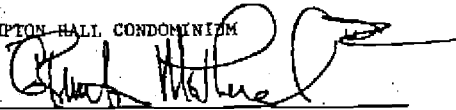
11.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 8th day of November, 1984.

ATTEST:

HAMPTON HALL CONDOMINIUM

By



Partner

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL those certain lots or pieces of ground situate in the Fourth (4th) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 24, 25, 26, 27 and the Northerly 5 feet of Lot No. 28 in the Plan of Lots laid out by the heirs of Henry Lloyd, deceased, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 8, page 182, being bounded and described as follows:

BEGINNING at the Southeastern corner of Dithridge and Bayard Streets; thence Eastwardly along Bayard Street, a distance of 179.68 feet to a point; thence Southwardly by the line dividing Lots Nos. 24, 25, 26, 27 and the Northerly 5 feet of Lot No. 28 from Lots Nos. 55, 54, 53, 52, 51 and 50 and the Northerly 5 feet of Lot No. 49, a distance of 260.83 feet to a point; thence Westwardly by a line parallel with the dividing line between Lots Nos. 27 and 28 in said Plan, a distance of 172.87 feet to the Easterly line of Dithridge Street and thence by the Easterly line of Dithridge Street, a distance of 204.10 feet to the PLACE OF BEGINNING.

HAVING erected thereon a six (6) story reinforced concrete, steel and masonry apartment building.

BEING designated as Block 27-H, Lot No. 144 and Block 27-K, Lot No. 150 in the Deed Registry records of Allegheny County, Pennsylvania.

BEING the same premises which Edward H. Lihme, by Deed dated August 31, 1984 and of record in the Recorder's Office of Allegheny County, Pennsylvania, at Deed Book Volume 6941, page 216, granted and conveyed to Hampton Hall Condominium, a partnership, the Declarant herein.

HAMPTON HALL, A CONDOMINIUM
EXHIBIT "C"
INITIAL UNDIVIDED INTEREST IN COMMON ELEMENTS,
APPURTENANT TO EACH UNIT

| <u>Unit No.</u> | <u>Unit Type</u> | <u>Interest</u> |
|-----------------|------------------|-----------------|
| 1A | One-Bedroom | 2.0184 |
| 1B | Studio | 1.0808 |
| 1C | One-Bedroom | 1.3530 |
| 1D | One-Bedroom | 1.6191 |
| 1E | One-Bedroom | 1.6292 |
| 1F | One-Bedroom | 1.6292 |
| 1G | One-Bedroom | 1.6191 |
| 1H | One-Bedroom | 1.7058 |
| 1J | Studio | 1.0808 |
| 1K | One-Bedroom | 2.0184 |
| 1L | One-Bedroom | 1.5385 |
| 2A | Two-Bedroom | 2.9015 |
| 2B | Studio | 1.0808 |
| 2C | One-Bedroom | 1.8752 |
| 2D | One-Bedroom | 1.6191 |
| 2E | One-Bedroom | 1.6292 |
| 2F | One-Bedroom | 1.6292 |
| 2G | One-Bedroom | 1.6191 |
| 2H | One-Bedroom | 1.8208 |
| 2J | One-Bedroom | 1.0808 |
| 2K | Two-Bedroom | 2.9015 |
| 2L | Studio | 0.7460 |
| 3A | Two-Bedroom | 2.9015 |
| 3B | Studio | 1.0808 |
| 3C | One-Bedroom | 2.0184 |
| 3D | One-Bedroom | 1.6191 |
| 3E | One-Bedroom | 1.6292 |
| 3F | One-Bedroom | 1.6292 |
| 3G | One-Bedroom | 1.6141 |
| 3H | One-Bedroom | 2.0184 |
| 3J | Studio | 1.0808 |
| 3K | Two-Bedroom | 2.9015 |
| 3L | Studio | 0.7622 |
| 4A | Two-Bedroom | 2.9015 |
| 4B | Studio | 1.0808 |
| 4C | One-Bedroom | 2.0184 |
| 4D | One-Bedroom | 1.6191 |
| 4E | One-Bedroom | 1.6292 |
| 4F | One-Bedroom | 1.6292 |
| 4G | One-Bedroom | 1.6191 |
| 4H | One-Bedroom | 2.0814 |
| 4J | Studio | 1.0808 |
| 4K | Two-Bedroom | 2.9015 |
| 4L | Studio | 0.7682 |

| <u>Unit No.</u> | <u>Unit Type</u> | <u>Interest</u> |
|---------------------|----------------------|-----------------|
| 5A | Penthouse | 5.5027 |
| 5B | Studio | 1.0808 |
| 5C | One-Bedroom | 2.0184 |
| 5D | One-Bedroom | 1.6191 |
| 5E | One-Bedroom | 1.6242 |
| 5F | Studio | 1.1272 |
| 5G | Two-Bedroom | 2.2490 |
| 5H | One-Bedroom | 2.0184 |
| 5J | Studio | 1.0808 |
| 5K | Penthouse | 5.5027 |
| 5L | One-Bedroom | 1.4498 |

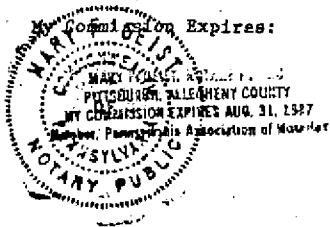
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this, the 8th day of November, A.D. 1984, before me, a Notary Public, the undersigned officer, personally appeared G. BRINTON MOTHERAL, III, named in the foregoing instrument as a partner of the Hampton Hall Condominium, a partnership, and on behalf of said partnership acknowledged that he executed the foregoing instrument for the purposes therein contained intending it to be the act and deed of the partnership.

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

Mary F. Geist
Notary Public



NOV-13-84-100807

Page 4-111

Declarant:
HARPTON HALL CONDOMINIUM,
A Pennsylvania partnership

*110 50
1734
PAB*

DECLARATION OF CONDOMINIUM
FOR
HARPTON HALL CONDOMINIUM

JAY D. GLASSER, ESQ.
HOLLINSHEAD AND MENDELSON
ATTORNEYS AT LAW
830 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219
(412) 355-7070

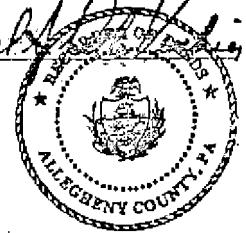
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

RECORDED on this 13th day of November, 19 84, in the Recorder's Office
of the said County, in Deed Book Volume 6981, page 553.

GIVEN under my hand and the seal of the said office the day and year aforesaid

Michael J. ...
RECORDER



RECORDED OF DEEDS
ALLEGHENY COUNTY, PA.
NOV 13 10 09 AM '84

VOL 6981 PAGE 571

AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT, made this 22nd day of December, 1984, by HAMPTON HALL CONDOMINIUM, a Pennsylvania partnership.

WHEREAS, on November 13, 1984, a Declaration of Condominium for the Hampton Hall Condominium, a condominium located in the Fourth Ward of 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 6481, page 553; and

WHEREAS, Exhibit "C" to the Declaration sets forth the percentage interest in the Common Elements of the condominium allocated to each Unit; and

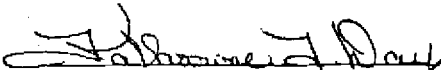
WHEREAS, all Units are owned by the undersigned Declarant.

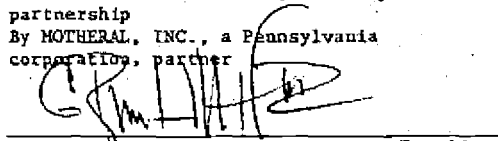
NOW, THEREFORE, Hampton Hall Condominium, a partnership, hereby amends the Declaration of Condominium for the Hampton Hall Condominium by changing the Common Element interest assigned to each Unit as set forth in the table attached hereto as Exhibit "C", which shall be substituted for the Exhibit "C" originally attached to the Declaration. All of the other provisions of the said Declaration are hereby ratified and affirmed as though set forth at length herein.

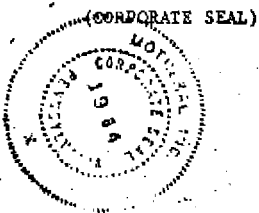
IN WITNESS WHEREOF, this document has been executed the day and year first above written.

ATTEST:

HAMPTON HALL CONDOMINIUM, a Pennsylvania partnership
By MOTHERAL, INC., a Pennsylvania corporation, partner


Secretary


President



HAMPTON HALL, A CONDOMINIUM

EXHIBIT "C"

INITIAL UNDIVIDED INTEREST IN COMMON ELEMENTS,
APPURTENANT TO EACH UNIT

| <u>Unit No.</u> | <u>Unit Type</u> | <u>Interest</u> |
|---------------------|----------------------|-----------------|
| 1A | One-Bedroom | 2.0184 |
| 1B | Studio | 1.0808 |
| 1C | One-Bedroom | 1.3530 |
| 1D | One-Bedroom | 1.6191 |
| 1E | One-Bedroom | 1.6292 |
| 1F | One-Bedroom | 1.6292 |
| 1G | One-Bedroom | 1.6191 |
| 1H | One-Bedroom | 1.7058 |
| 1J | Studio | 1.0808 |
| 1K | One-Bedroom | 2.0184 |
| 1L | One-Bedroom | 1.5385 |
| 2A | Two-Bedroom | 2.9015 |
| 2B | Studio | 1.0808 |
| 2C | One-Bedroom | 1.8752 |
| 2D | One-Bedroom | 1.6191 |
| 2E | One-Bedroom | 1.6292 |
| 2F | One-Bedroom | 1.6292 |
| 2G | One-Bedroom | 1.6191 |
| 2H | One-Bedroom | 1.8208 |
| 2J | One-Bedroom | 1.0808 |
| 2K | Two-Bedroom | 2.9015 |
| 2L | Studio | 0.7460 |
| 3A | Two-Bedroom | 2.9015 |
| 3B | Studio | 1.0808 |
| 3C | One-Bedroom | 2.0184 |
| 3D | One-Bedroom | 1.6191 |
| 3E | One-Bedroom | 1.6292 |
| 3F | One-Bedroom | 1.6292 |
| 3G | One-Bedroom | 1.6191 |
| 3H | One-Bedroom | 2.0184 |
| 3J | Studio | 1.0808 |
| 3K | Two-Bedroom | 2.9015 |
| 3L | Studio | 0.7622 |
| 4A | Two-Bedroom | 2.9015 |
| 4B | Studio | 1.0808 |
| 4C | One-Bedroom | 2.0184 |
| 4D | One-Bedroom | 1.6191 |
| 4E | One-Bedroom | 1.6292 |
| 4F | One-Bedroom | 1.6292 |
| 4G | One-Bedroom | 1.6191 |
| 4H | One-Bedroom | 2.0184 |
| 4J | Studio | 1.0808 |
| 4K | Two-Bedroom | 2.9015 |
| 4L | Studio | 0.7682 |

Unit
No.

Unit
Type

Interest

| | | |
|----|-------------|--------|
| 5A | Penthouse | 5.5027 |
| 5B | Studio | 1.0808 |
| 5C | One-Bedroom | 2.0184 |
| 5D | One-Bedroom | 1.6191 |
| 5E | One-Bedroom | 1.6292 |
| 5F | Studio | 1.1272 |
| 5G | Two-Bedroom | 2.2490 |
| 5H | One-Bedroom | 2.0184 |
| 5J | Studio | 1.0808 |
| 5K | Penthouse | 5.5027 |
| 5L | One-Bedroom | 1.4498 |

JAN - 11 - 85 0443
HUT 194

HAMPTON HALL CONDOMINIUM

Declarant:

HAMPTON HALL CONDOMINIUM,
a Pennsylvania partnership

12.591
PM 0856

AMENDMENT TO
DECLARATION OF CONDOMINIUM

JAN 4 1 55 PM '85
RECORDED BY DEEDS
ALLEGHENY COUNTY, PA

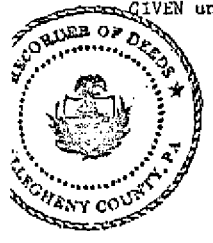
JAY D. GLASSER, ESQ.
HOLLINGHEAD AND MENDELSON
ATTORNEYS AT LAW
330 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15218
(412) 355-7070

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

RECORDED on this 11th day of January, 1985, in the Recorder's Office
of the said County, in Deed Book Volume 7012, page 326.

GIVEN under my hand and the seal of the said office the day and year aforesaid.

Michael J. Kelly
RECORDER



VOL 7012 PAGE 330

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
HAMPTON HALL CONDOMINIUM

Made this 15th day of November, 1989 by HAMPTON HALL
CONDOMINIUM ASSOCIATION, a Pennsylvania unincorporated
association.

WHEREAS, the Declaration of Condominium for Hampton
Hall Condominium dated as of November 8, 1984, (the "Original
Declaration") was recorded in the Office of Recorder of Deeds of
Allegheny County, Pennsylvania on November 13, 1984 at Deed Book
Volume 6981, page 553 and was amended by an Amendment to
Declaration of Condominium dated December 22, 1984 which was
recorded in the Office of Recorder of Deeds of Allegheny County,
Pennsylvania on January 4, 1985 at Deed Book Volume 7012, page
326 (the "First Amendment").

WHEREAS, by vote on May 23, 1988 held in accordance
with the provisions of Section 5.1 of the Original Declaration,
the By-laws of the Hampton Hall Condominium Association and the
Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et
seq., the members of Hampton Hall Condominium Association have
voted to amend the Original Declaration.

NOW, THEREFORE, the Hampton Hall Condominium
Association hereby amends the Original Declaration, as amended by
the First Amendment, as follows:

1. The parcel of land described as Parcel A on the Plats and Plans recorded with the Original Declaration and attached hereto as Exhibit A (the "Redesignated Parcel") (consisting of a parcel of grass and curbing approximately 8 feet by 20 feet located adjacent to the parking lot of Hampton Hall Condominium) which was included as a Common Element in the Original Declaration, is hereby redesignated as a Limited Common Element, as such term is defined in the Original Declaration. The Redesignated Parcel shall be converted into a parking space and assigned by Hampton Hall Condominium Association to the highest bidder (who must be a unit owner in Hampton Hall Condominium) at a publicly held auction to be conducted on the grounds of the Hampton Hall Condominium at a date and time scheduled by the Executive Board of Hampton Hall Condominium Association, with proper notice to all unit owners of record.

2. The original purchaser of the Redesignated Parcel, and all subsequent owners of the Redesignated Parcel, shall be required to sell or otherwise transfer the Redesignated Parcel to a unit owner in the Hampton Hall Condominium immediately at such time as such original purchaser or subsequent owner is no longer a unit owner in Hampton Hall Condominium. No person other than a unit owner in Hampton Hall Condominium shall have the right to purchase or be assigned the Redesignated Parcel. The original deed or assignment document to the Redesignated Parcel and all subsequent deeds or assignment documents shall contain the foregoing restrictions.

3. The effective date of this Amendment shall be September 1, 1989.

4. Except as set forth above, the Original Declaration, as amended by the First Amendment, shall remain in full force and effect.

WITNESS the due execution hereof as of the date first above written.

ATTEST:

HAMPTON HALL CONDOMINIUM ASSOCIATION

Lisa S. Parker
Secretary

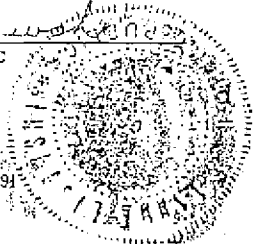
By C. Edward B. Schultz
Title President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

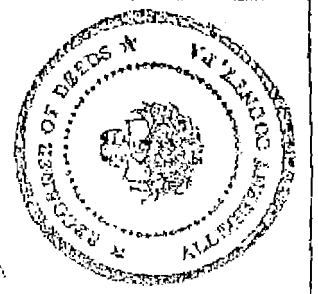
On the ¹⁹⁸⁹15th day of November 1988, before me personally came Clifford R Schulte, to me known to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did depose and say and acknowledge that he is the president of HAMPTON HALL CONDOMINIUM ASSOCIATION, and that, being duly authorized so to do, he signed his name thereto as the act and deed of said association and for the purposes therein expressed.

Linda Lisowski
Notary Public

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



May 13 91 052369 *concl*



STATE OF PENNSYLVANIA) SS
COUNTY OF ALLEGHENY)

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 13th DAY OF May A.D., 19 91 IN Deed BOOK VOL. 8476 PAGE 604 WITNESS MY HAND AND SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

Michael A. DeBella
RECORDER

Second Amendment to
Declaration of Condominium For
Hampton Hall Condominium

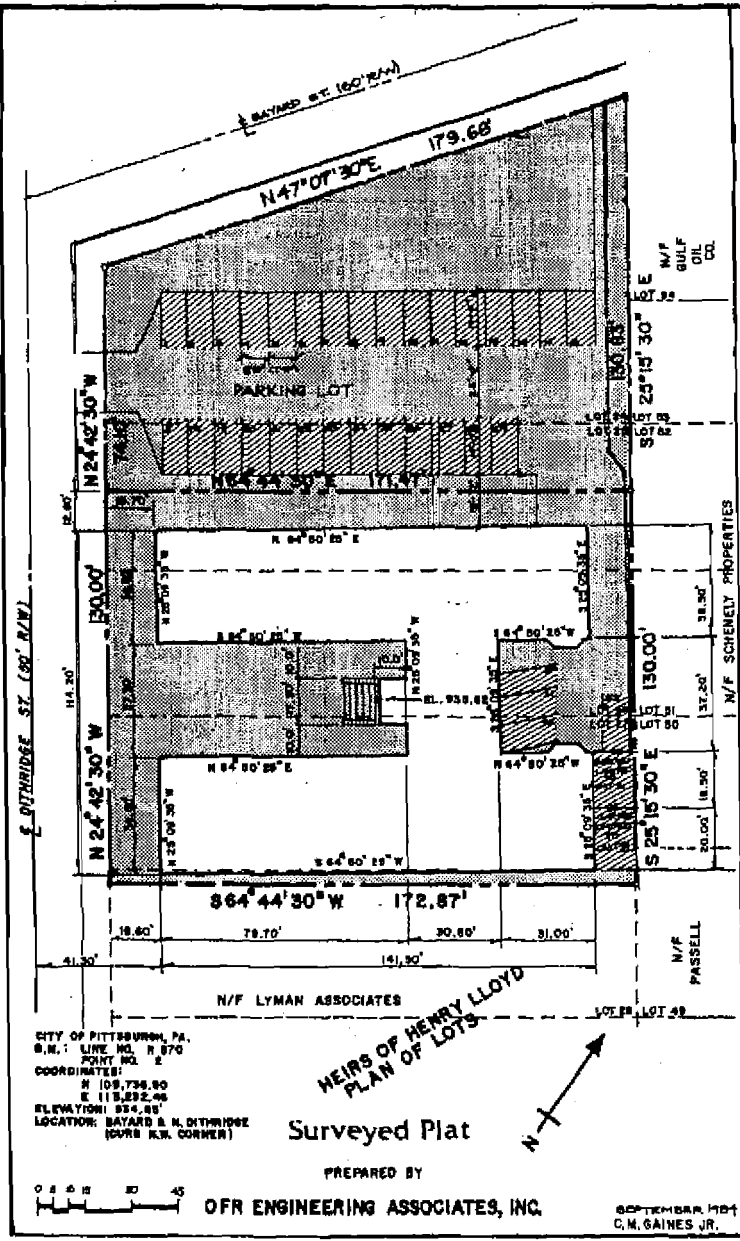
DEED
ALLEGHENY COUNTY, PA
MAY 13 1991

Return Original to
David P. Barnhart
Arnheim & Neely, Inc.
200 Law & Finance Building
Pittsburgh, PA 15219

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
MAY 13 2 23 PM '91

VOL. 8476 PAGE 609

P 1
13Z
RBW



CITY OF PITTSBURGH, PA.
S.M. LINE NO. N 870
POINT NO. 2
COORDINATES:
N 109,736.00
E 115,832.00
ELEVATION: 824.83'
LOCATION: BAYARD & N. DITHRIDGE
(SOUTH E.W. CORNER)

HEIRS OF HENRY LLOYD
PLAN OF LOTS

Surveyed Plat

PREPARED BY
OFR ENGINEERING ASSOCIATES, INC.

SEPTEMBER, 1994
C. N. GAINES, JR.

PLATS AND PLANS OF HAMPTON HALL CONDOMINIUM

104 DITHRIDGE STREET, PITTSBURGH, PENNSYLVANIA 15213
SITUATE IN THE 46 WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY,
PREPARED FOR
HAMPTON HALL CONDOMINIUM (A Pa. Partnership)

CONDOMINIUM CERTIFICATION: By Architect

I, the undersigned, James Arthur Sheehan, being a Registered Professional Architect, Pennsylvania License No. PE0718, hereby certify that the Plans to which this certification is affixed, consisting of eight (8) sheets, CD-1, CD-2, CD-3, CD-4, CD-5, CD-6, CD-7, CD-8, CD-9 in a set of nine (9) sheets, accurately depict all existing conditions affecting the Hampton Hall Condominium and contains all information required by Section 3219 of the Pennsylvania Uniform Condominium Act of 1990, 68 Pa. C.S.A. (1101, et. seq).

DATE: 18 NOVEMBER, 1994

James A. Sheehan
REGISTRATION NO. EX5375



COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ALLEGHENY

On the 18th day of NOVEMBER, 1994, before me, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared James Arthur Sheehan, known to me to be the person whose name is subscribed to the above certification and being duly sworn, made solemn oath to the truth of the statement to which his name is subscribed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
LYMAN ASSOCIATES, INC.
PITTSBURGH, PENNSYLVANIA

Ronald W. Young
REGISTRATION NO. 1007



CONDOMINIUM CERTIFICATION: By Surveyor

I, the undersigned, Orlando F. Robles, being a Registered Professional Surveyor, Pennsylvania License No. 118-A, hereby certify that the Plat to which this certification is affixed, consisting of one (1) sheet, No. CD-1, accurately depicts all existing conditions affecting the property boundaries and building location of the Hampton Hall Condominium and contains all the information required by Section 3219 of the Pennsylvania Uniform Condominium Act of 1990, 68 Pa. C.S.A. (1101, et. seq).

DATE: 22 November 1994

Orlando F. Robles
REGISTRATION NO. 118-A

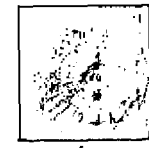


COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ALLEGHENY

On the 22nd day of November, 1994, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Orlando F. Robles, known to me to be the person whose name is subscribed to the above certification and, being duly sworn, made solemn oath to the truth of the statement to which his name is subscribed.

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

Randy J. Heist
REGISTRATION NO. 111



PROOF OF RECORDING

This drawing is Condominium Document No. One (CD-1) of nine (9) documents which make up the Plans and Plans of the Hampton Hall Condominium.

COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ALLEGHENY

Recorded in the Recorder's Office for the Recording of Deeds, Plans, etc. in said County of Allegheny in Plan Book Volume 132, page 1, to 18. Given under my hand and seal this 13th day of November, 1994.

Michael A. Della Vecchia
RECORDER OF DEEDS

INDEX

- CD-1 PLAT (COVER SHEET)
- CD-2 BASEMENT PLAN
- CD-3 FIRST FLOOR PLAN
- CD-4 SECOND FLOOR PLAN
- CD-5 TYPICAL PLAN
- CD-6 FIFTH FLOOR PLAN
- CD-7 ATTIC FLOOR PLAN
- CD-8 ROOF FLOOR PLAN
- CD-9 ELEVATION SECTION



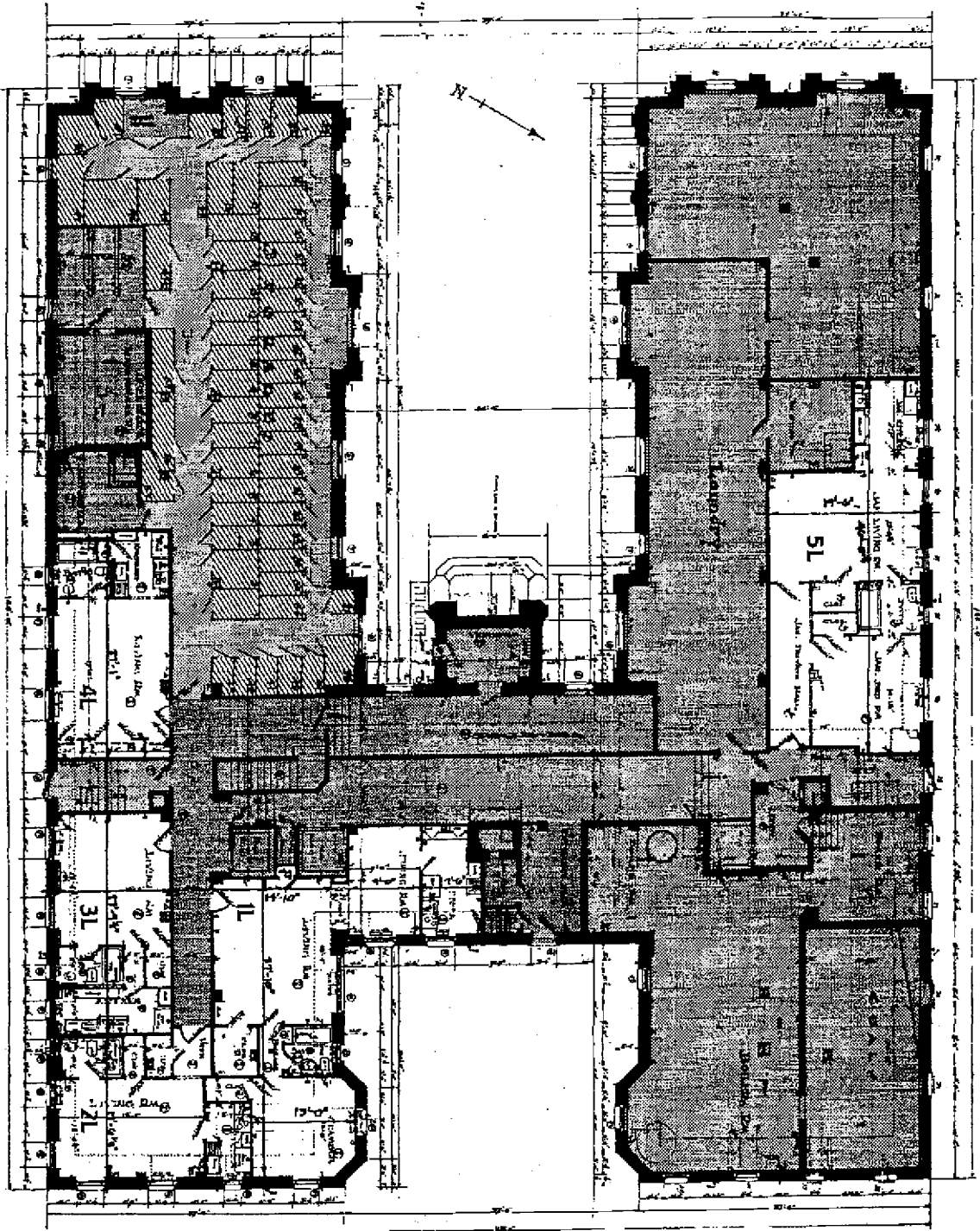
James A. Sheehan
ARCHITECT
in joint venture with
ARCFORM
DESIGN DEVELOPMENT

PLATS AND PLANS
HAMPTON HALL
CONDOMINIUM
104 DITHRIDGE STREET PITTSBURGH, PA. 15213

KEY

- PRIVATE UNIT AREA
- LIMITED COMMON E.
- COMMON ELEMENTS
- INTERIOR PARTITIONS
- DESIGN WALLS

JOB NO. 64.0113 DATE: 11-12-94
DRAWING CD-1
SCALE: 1/8" = 1'-0" DRAWN BY: MPH, JAS



Basement Plan

CD-2

KEY

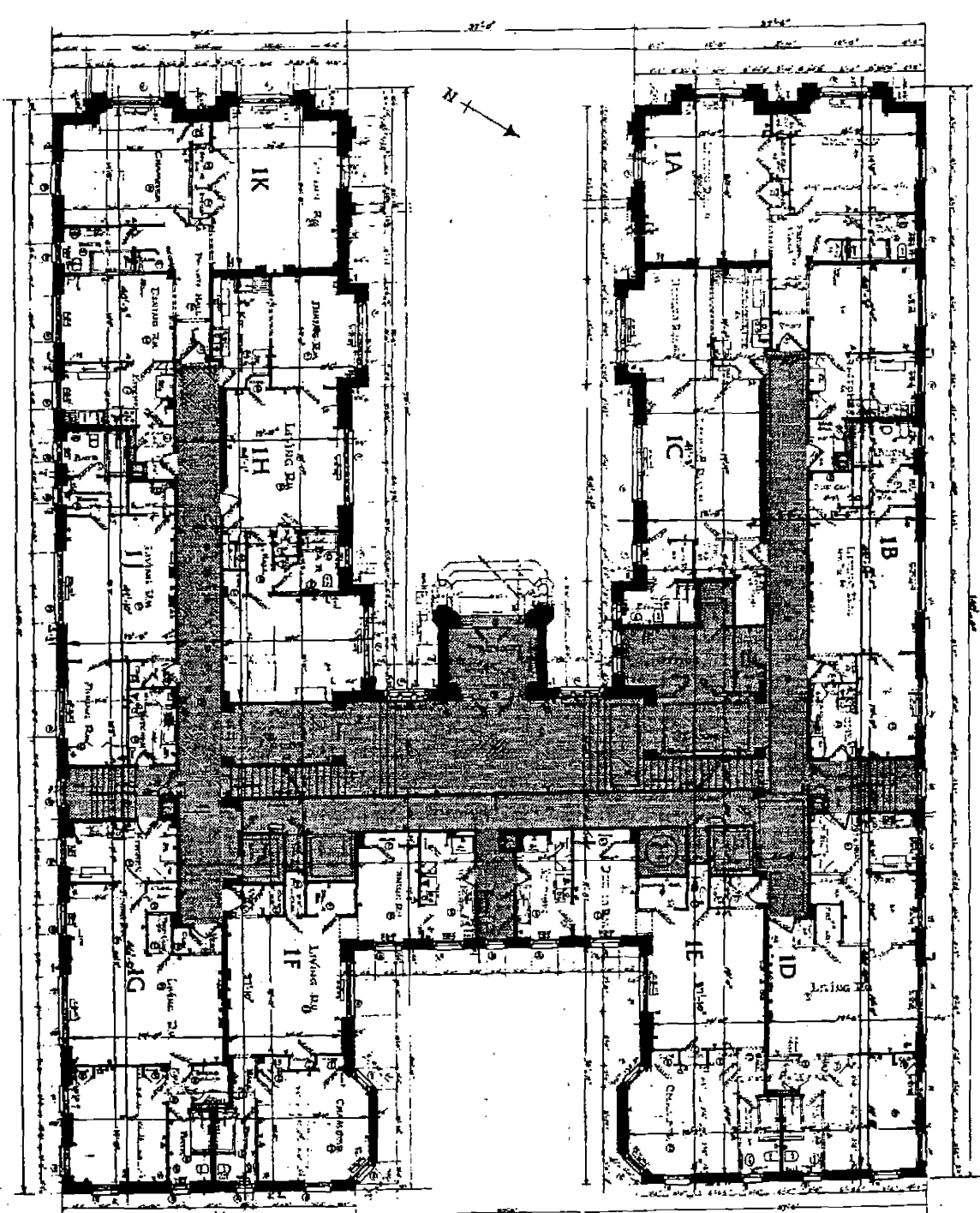
| | |
|----------|--------------------------|
| [Symbol] | UNIT AREA |
| [Symbol] | UNITED COMMON EL. |
| [Symbol] | COMMON ELEMENTS |
| [Symbol] | INTERIOR PARTITION WALLS |
| [Symbol] | SHIELDING |

PLATS AND PLANS
HAMPTON HALL
 CONDOMINIUM

186 DITHURGH STREET PITTSBURGH PA. 15213

James A. Sheehan
 ARCHITECT
 in joint venture with
ARC FORM
 DESIGN & DEVELOPMENT

First Floor Plan



PLATS AND PLANS
HAMPTON HALL
 CONDOMINIUM

100 OYSTERIDGE STREET PITTSBURGH PA. 15213

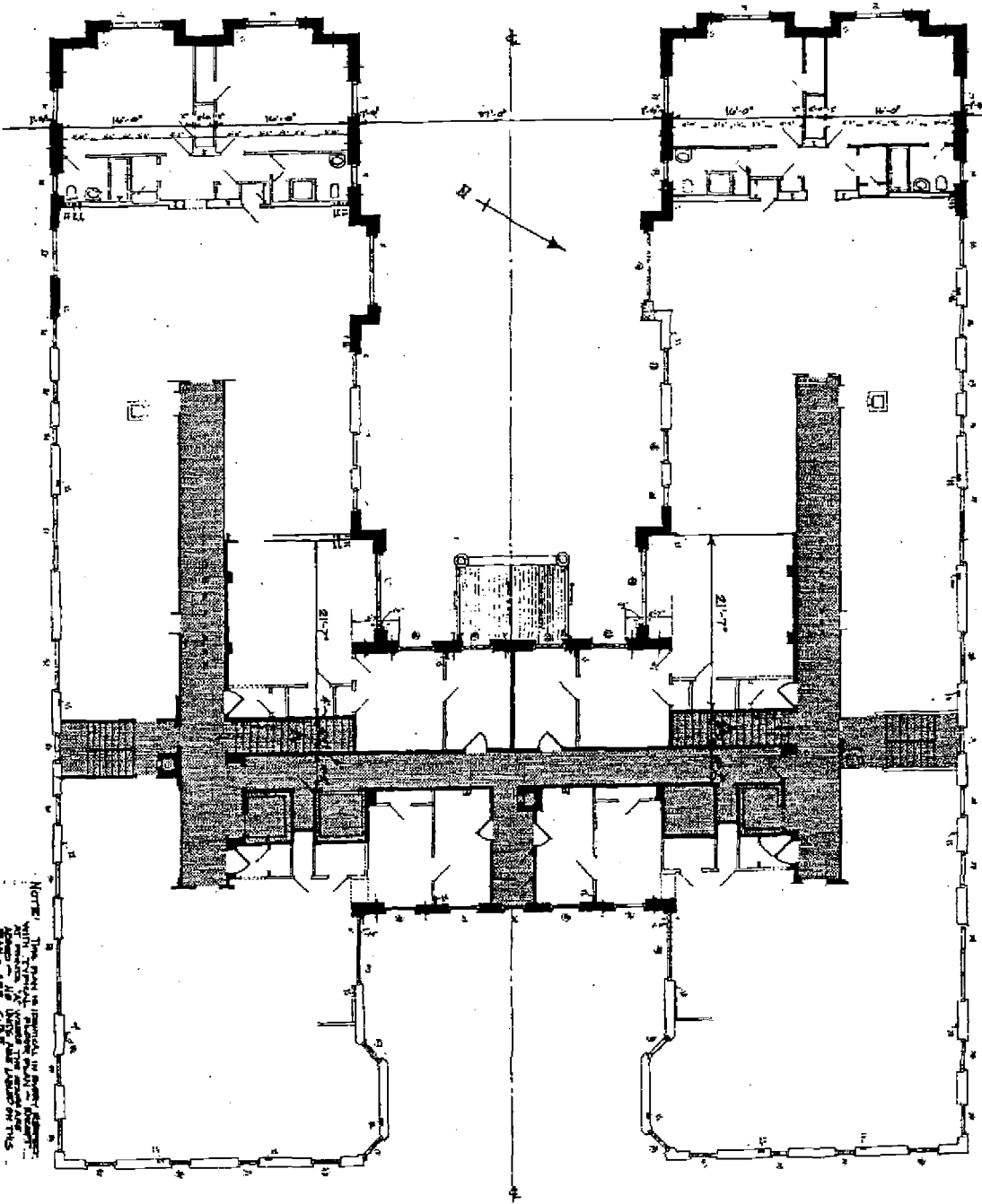
James A. Sheehan
 ARCHITECT
 in joint venture with
ARCFORM
 DESIGN & DEVELOPMENT

KEY

- UNIT WALL
- UNIT FLOOR
- COMMON AREA
- STAIRWELL
- ELEVATOR
- HALLWAY
- STAIR
- STAIRWELL

CD-3

DATE: 11/12/84
 DRAWING NO. 111-12-84
 SCALE: 1/8" = 1'-0"



Second Floor (changes)

Note: This floor is identical to floor 1, except with the addition of the two new units on the east side of the floor - see floor plan.



CD-4

DATE: 11-15-84
 DRAWN BY: J.A.S.
 CHECKED BY: J.A.S.

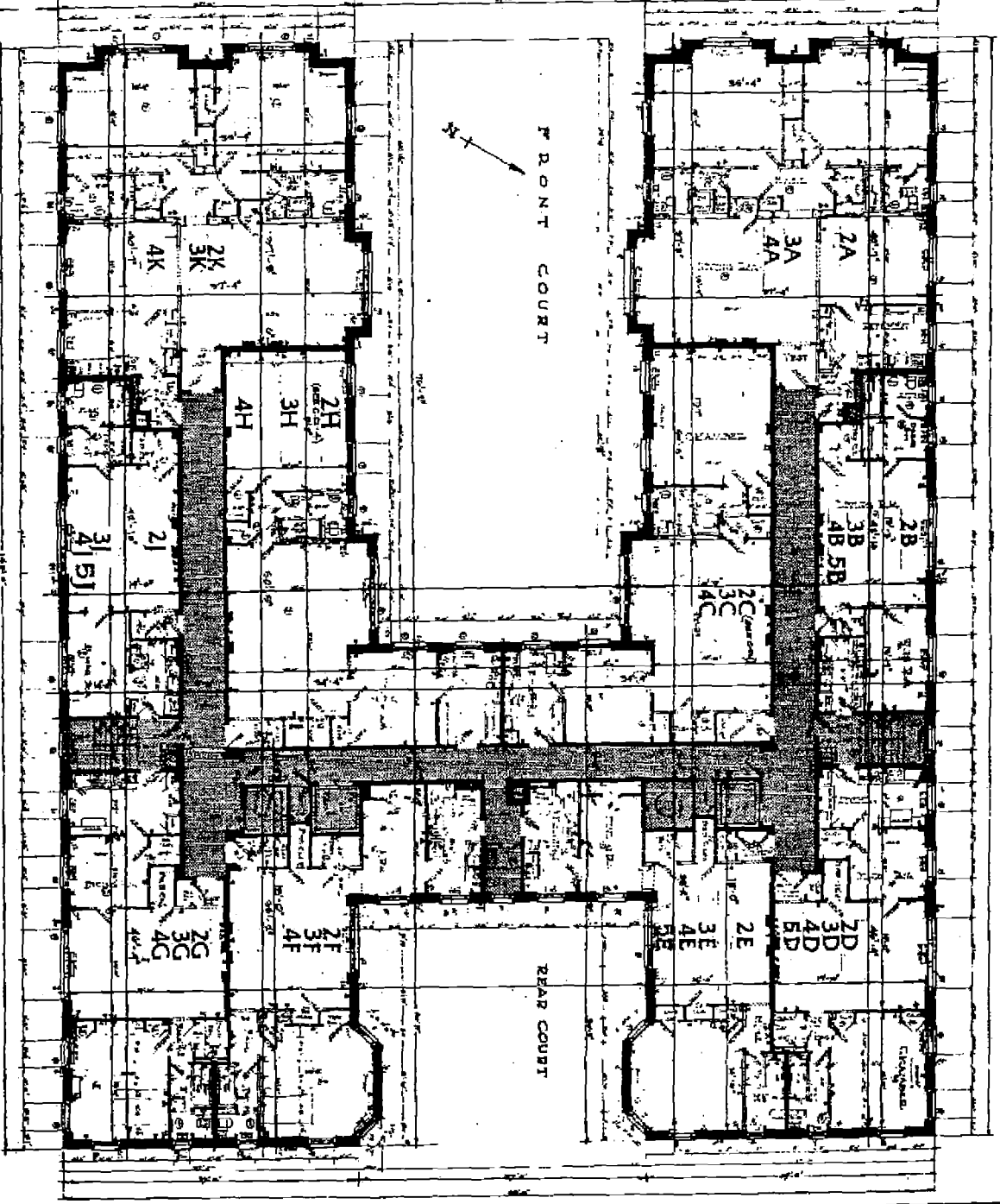
KEY

- [Symbol] UNIT AREA
- [Symbol] LIMITED COMMON AREA
- [Symbol] COMMON ELEMENTS
- [Symbol] STAIRS
- [Symbol] ELEVATORS
- [Symbol] PLUMBING
- [Symbol] MECHANICAL
- [Symbol] ELECTRICAL
- [Symbol] FINISHES

PLATS AND PLANS
HAMPTON HALL
 CONDOMINIUM

106 DITHRIDGE STREET PITTSBURGH PA. 15213

James A. Sheehan
 ARCHITECT
 in joint venture with
ARCFORM
 DESIGN & DEVELOPMENT



Typical Floor 2, 3, 4, B

PLATS AND PLANS
HAMPTON HALL
 CONDOMINIUM

100 DITHRIDGE STREET PITTSBURGH PA. 15213

James A. Sheehan
 ARCHITECT
 in joint venture with
ARCFORM
 DESIGN & DEVELOPMENT

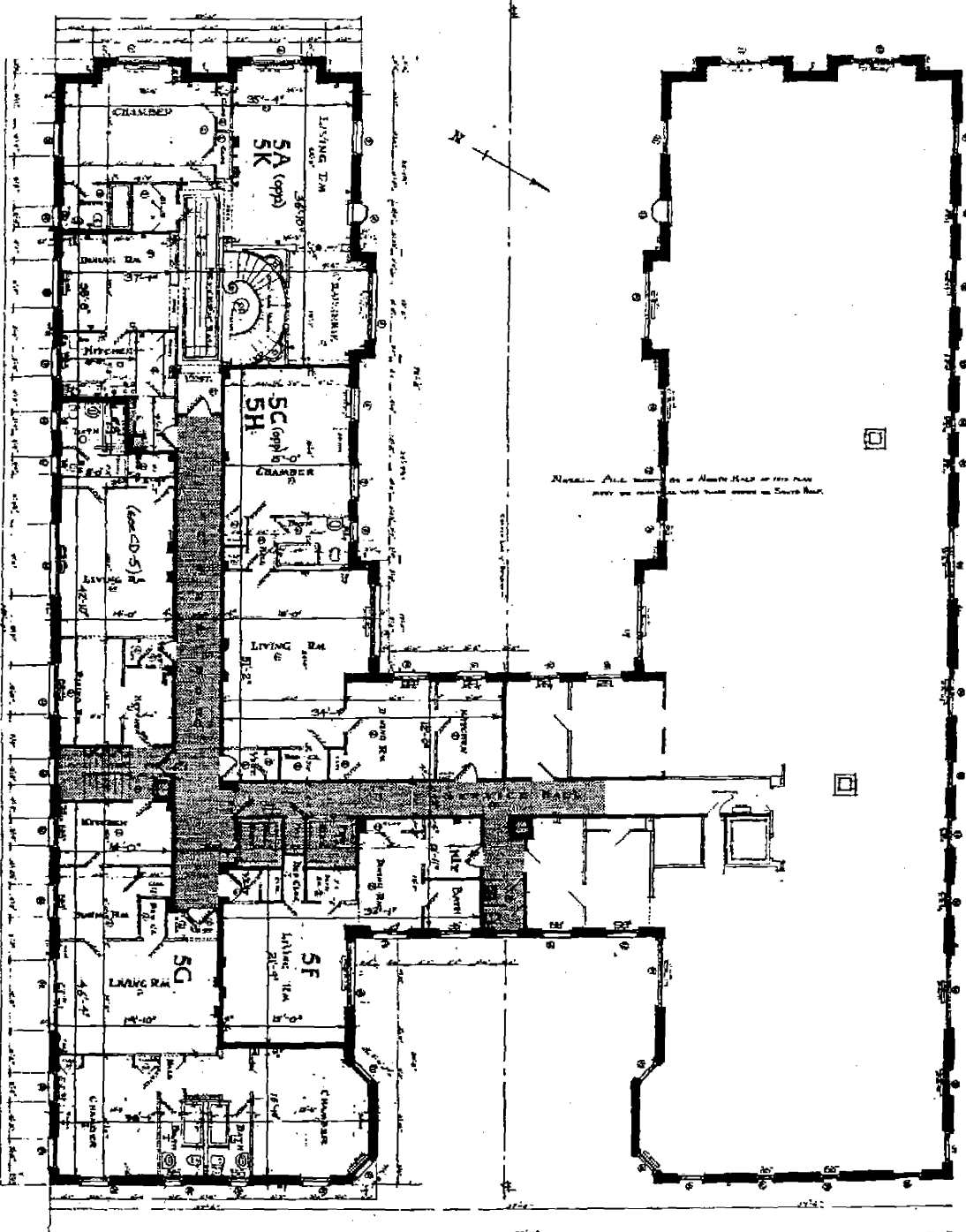
KEY

- PRIVATE UNIT 2, 3, 4, B
- LIMITED COMMON AREA
- COMMON ELEMENTS
- STAIRCASE
- ELEVATOR
- MECHANICAL
- UTILITY

CD-5
 11-12-84
 11-12-84
 11-12-84

Notes: 1. All dimensions are approximate and subject to change. 2. All dimensions are in feet and inches. 3. All dimensions are to the center of the wall unless otherwise noted. 4. All dimensions are to the center of the door unless otherwise noted. 5. All dimensions are to the center of the window unless otherwise noted. 6. All dimensions are to the center of the staircase unless otherwise noted. 7. All dimensions are to the center of the elevator unless otherwise noted. 8. All dimensions are to the center of the shaft unless otherwise noted. 9. All dimensions are to the center of the core unless otherwise noted. 10. All dimensions are to the center of the structure unless otherwise noted.

Notes: 1. All dimensions are approximate and subject to change. 2. All dimensions are in feet and inches. 3. All dimensions are to the center of the wall unless otherwise noted. 4. All dimensions are to the center of the door unless otherwise noted. 5. All dimensions are to the center of the window unless otherwise noted. 6. All dimensions are to the center of the staircase unless otherwise noted. 7. All dimensions are to the center of the elevator unless otherwise noted. 8. All dimensions are to the center of the shaft unless otherwise noted. 9. All dimensions are to the center of the core unless otherwise noted. 10. All dimensions are to the center of the structure unless otherwise noted.



Fifth Floor Plan (changes only)

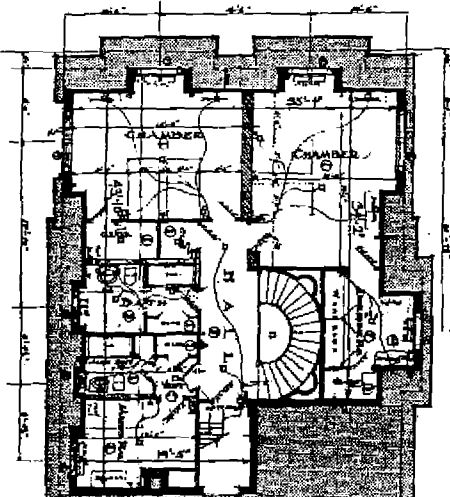
KEY

- DRIVE AREA
- LIMITED COMMON
- COMMON
- EXTENSION
- ATTACHED GARAGE
- RENTAL

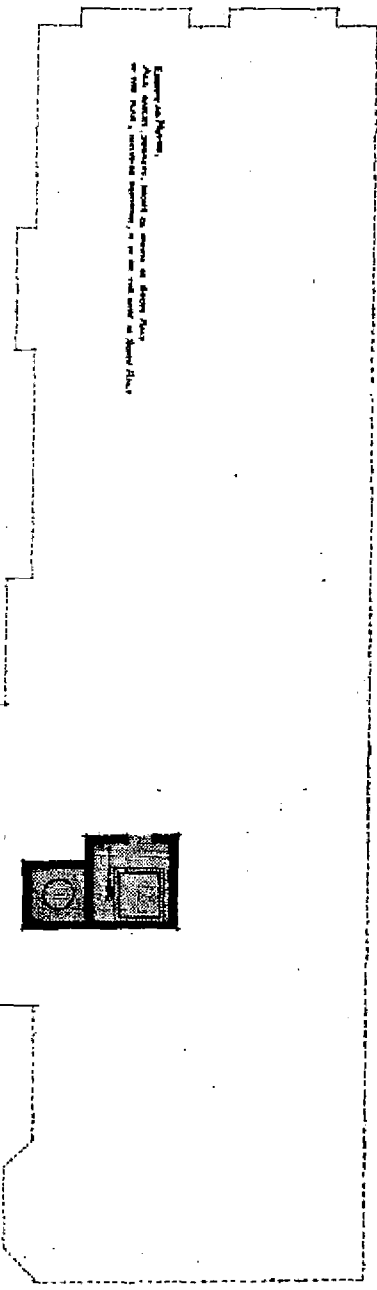
CD-6
 SCALE: 1/8" = 1'-0"
 DATE: 11/12/84

PLATS AND PLANS
HAMPTON HALL
 CONDOMINIUM
 186 DITHURIDGE STREET PITTSBURGH PA. 15212

James A. Sheehan
 ARCHITECT
 in joint venture with
ARC FORM
 DESIGN & DEVELOPMENT



SK
5A (cont.)



See also Notes
All work shown is subject to review by State Dept.
of the State's Department of Planning, and the State Dept. of Health.

Attic Floor Plan



PLATS AND PLANS
HAMPTON HALL
CONDOMINIUM

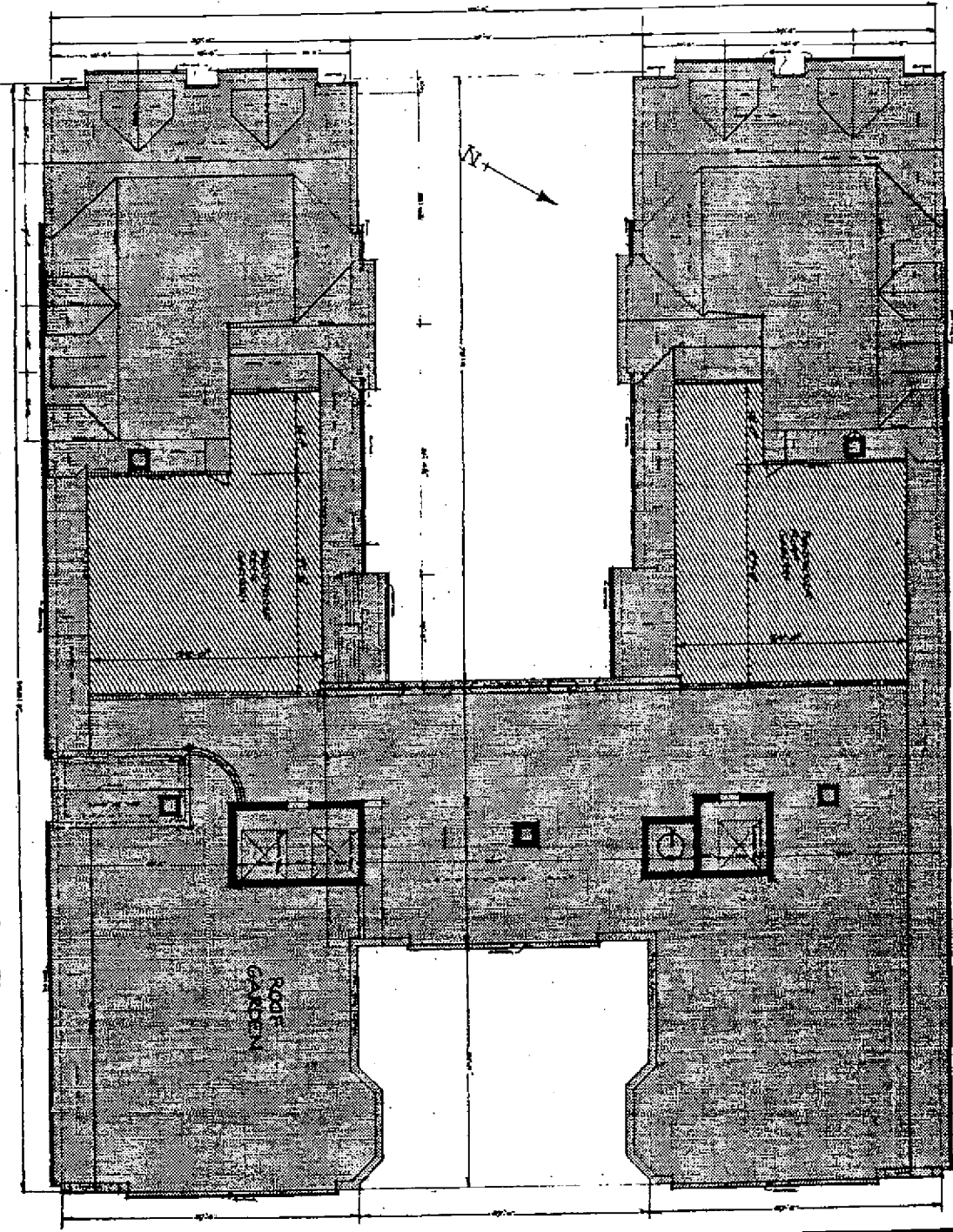
168 DITHRIDGE STREET - PITTSBURGH, PA. 15213

James A. Sheehan
ARCHITECT
in Detroit works with
ARC FORM
DESIGN & DEVELOPMENT

KEY

- CONCRETE WALLS
- LIMITED COMMON AREAS
- COMMON AREAS
- ELEVATOR SHAFTS
- INTERIOR PARTITIONS
- MECHANICAL ROOMS

CD-7
DATE: 04-01-83
DRAWN BY: JAS
SCALE: 1/8" = 1'-0" (VERT. 1/4")



Roof Plan

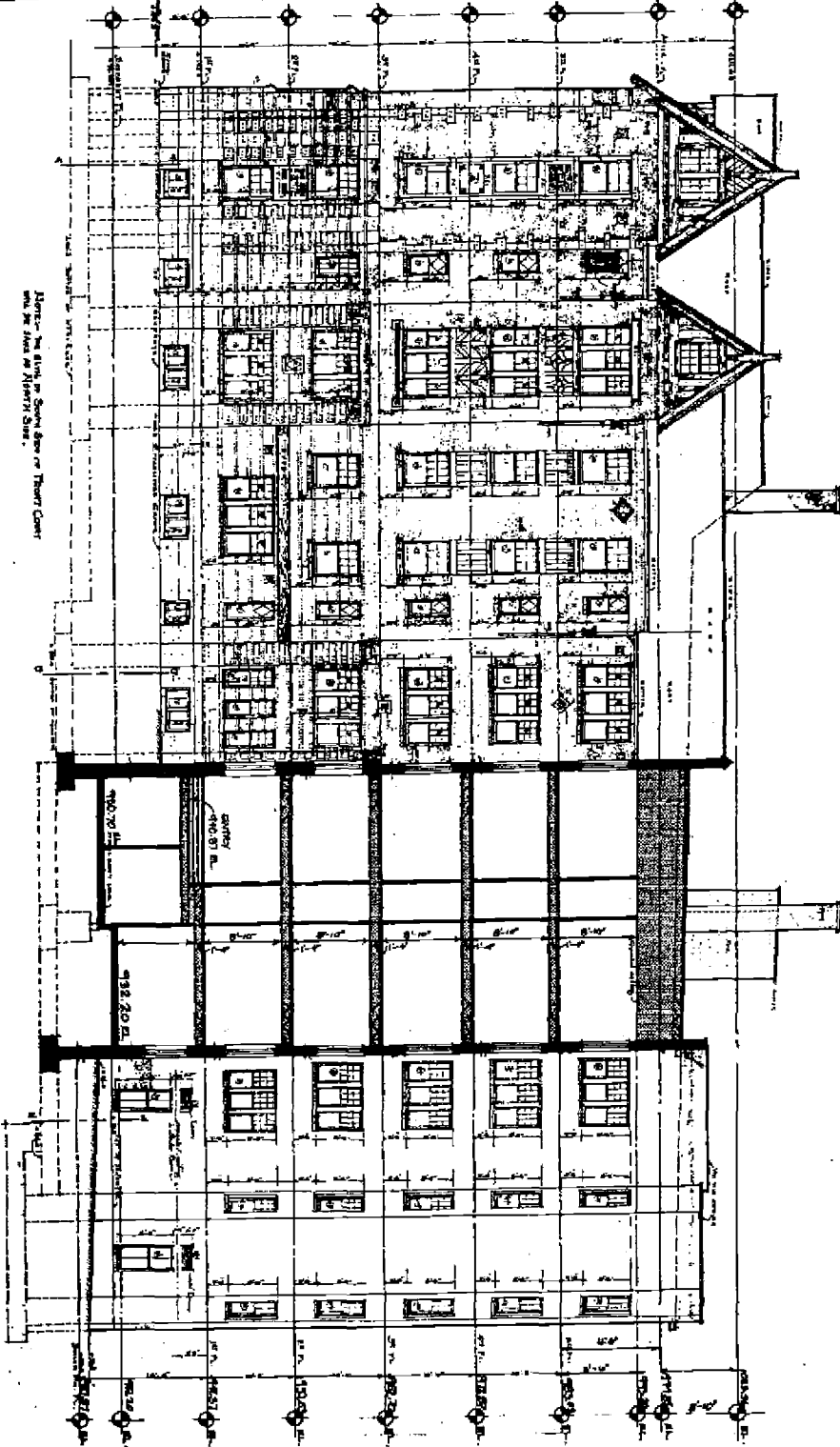
CD-8
 SCALE: 1/8" = 1'-0"
 DATE: 11-12-84

| KEY | |
|-----|---------------------|
| | COMMON AREA |
| | UNIT AREA |
| | LIMITED COMMON AREA |
| | STRUCTURAL ELEMENTS |
| | MECHANICAL ELEMENTS |
| | WALLS |

PLATS AND PLANS
HAMPTON HALL
 CONDOMINIUM
 166 DITHRIDGE STREET PITTSBURGH, PA. 15213

James A. Sheehan
 ARCHITECT
 in joint venture with
ARCFORM
 DESIGN & DEVELOPMENT

Section / Elevation



1/8" = 1'-0" SECTION OF SOUTH ELEVATION OF TOWER CORE
AND THE AREA OF TOWER CORE.



KEY

- CONCRETE
- MASONRY
- BRICK
- WOOD FRAMING
- GLASS
- METAL
- INSULATION
- STEEL REINFORCEMENT
- STEEL BEAMS
- STEEL COLUMNS
- STEEL JOISTS
- STEEL TRUSSES
- STEEL ROOF DECK
- STEEL FLOOR DECK
- STEEL DECK
- STEEL JOISTS
- STEEL TRUSSES
- STEEL ROOF DECK
- STEEL FLOOR DECK
- STEEL DECK

PLATS AND PLANS
HAMPTON HALL
CONDOMINIUM

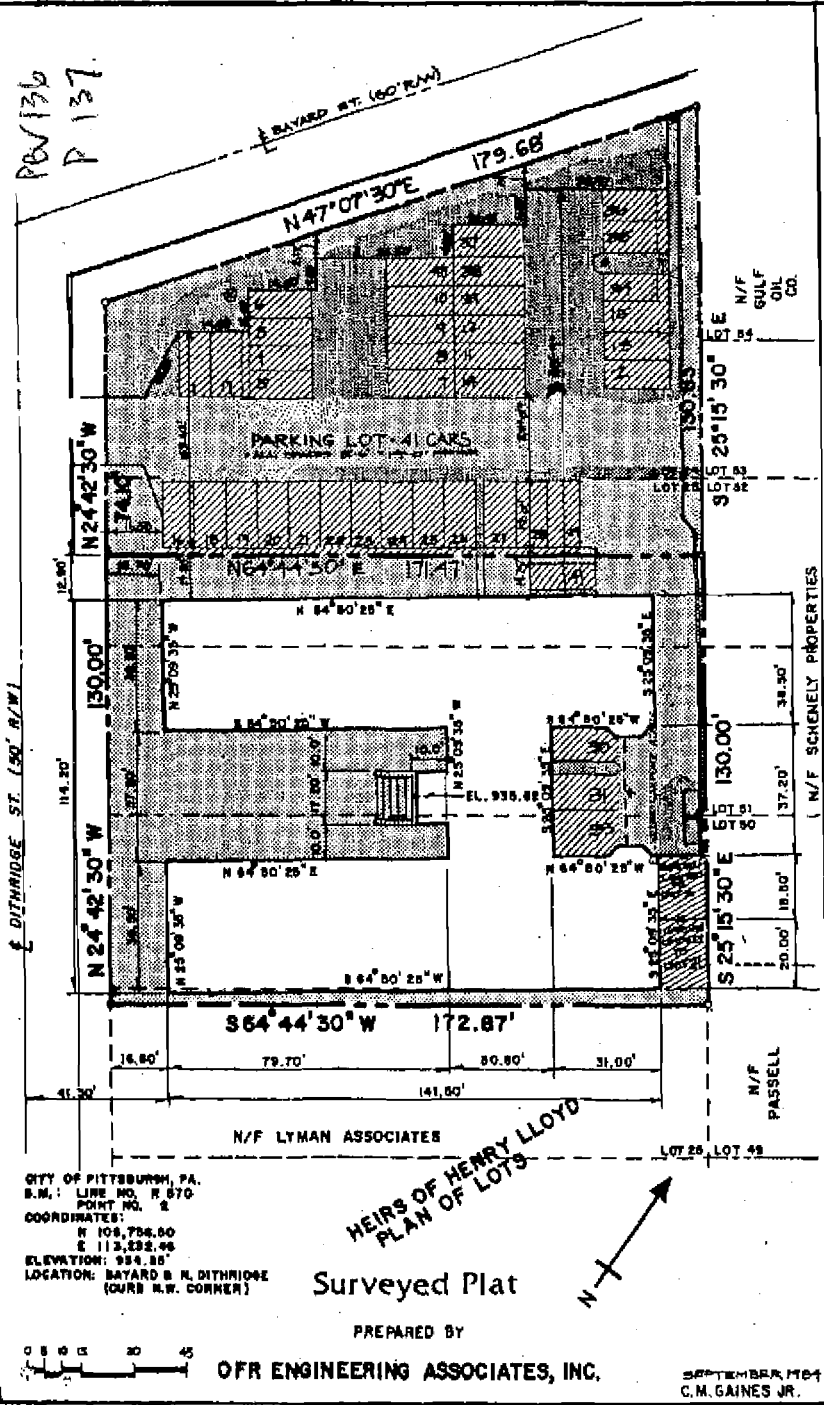
100 DITHRIDGE STREET PITTSBURGH PA. 15213

James A. Sheehan,
ARCHITECT
in joint venture with
ARCFORM
DESIGN & DEVELOPMENT

CD-9

DATE: 11-12-84
SCALE: 1/8" = 1'-0"

PBW 136
P 137



CITY OF PITTSBURGH, PA.
S.M.: LINE NO. F 870
POINT NO. 2
COORDINATES:
N 109,756.00
E 113,232.00
ELEVATION: 934.25'
LOCATION: BAYARD & N. DITHRIDGE
(COURT N.W. CORNER)

HEIRS OF HENRY LLOYD
PLAN OF LOTS

Surveyed Plat

PREPARED BY
OFR ENGINEERING ASSOCIATES, INC.

SEPTEMBER 1984
C. M. GAINES JR.

PLAT REVISION OF HAMPTON HALL CONDOMINIUM

166 DITHRIDGE STREET, PITTSBURGH, PENNSYLVANIA 15213
SITUATE IN THE 4th WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY.
PREPARED FOR

HAMPTON HALL CONDOMINIUM (A Pa. Partnership)

THIS DRAWING IS A REVISION TO THE ORIGINAL HAMPTON HALL PLAT CD-1 RECORDED NOVEMBER 13, 1984 PLAN BOOK VOLUME 15C PAGES 174-18 INCLUSIVE.

NOTE: The purpose of this revision is to reflect a change in the numbering, location and quantity of parking spaces.

CONDOMINIUM CERTIFICATION: By Surveyor

I, the undersigned, Orlando F. Hobler, being a Registered Professional Surveyor, Pennsylvania License No. 119-A, hereby certify that the Plat to which this certification is affixed, consisting of one (1) sheet, No. CD-1, accurately depicts all existing conditions affecting the property boundaries and building location of the Hampton Hall Condominium and contains all the information required by Section 3210 of the Pennsylvania Uniform Condominium Act of 1980, 68 Pa. C.S.A. 13101, et. seq.

DATE: 1 November 1985

Orlando F. Hobler
REGISTRATION NO. 119-A



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

On the 13th day of November, 1985, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Orlando F. Hobler, known to me to be the person whose name is subscribed to the above certification and, being duly sworn, made solemn oath to the truth of the recitation to which his name is subscribed.

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

MY COMMISSION EXPIRES NOVEMBER 11, 1987
BY *Mary F. Priest*
NOTARY PUBLIC



PROOF OF RECORDING

This drawing is Condominium Document No. One (CD-1) of nine (9) documents which make up the Plat and Plans of the Hampton Hall Condominium.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

Recorded in the Recorder's Office for the Recording of Deeds, Plans, Plans, etc. in said County of Allegheny in Plan Book Volume 15C, pages 174 to 188. Given under my hand and seal this 22nd day of November, 1985.

Michael R. DeLoe Vestina
RECORDER OF DEEDS

INDEX

- CD-1 PLAT (COVER SHEET)
- CD-2 BASEMENT PLAN
- CD-3 FIRST FLOOR PLAN
- CD-4 SECOND FLOOR PLAN
- CD-5 TYPICAL PLAN
- CD-6 FIFTH FLOOR PLAN
- CD-7 ATTIC FLOOR PLAN
- CD-8 ROOF FLOOR PLAN
- CD-9 ELEVATION/SECTION

James A. Sheehan
ARCHITECT
in joint venture with
ARCFORM
DESIGN & DEVELOPMENT

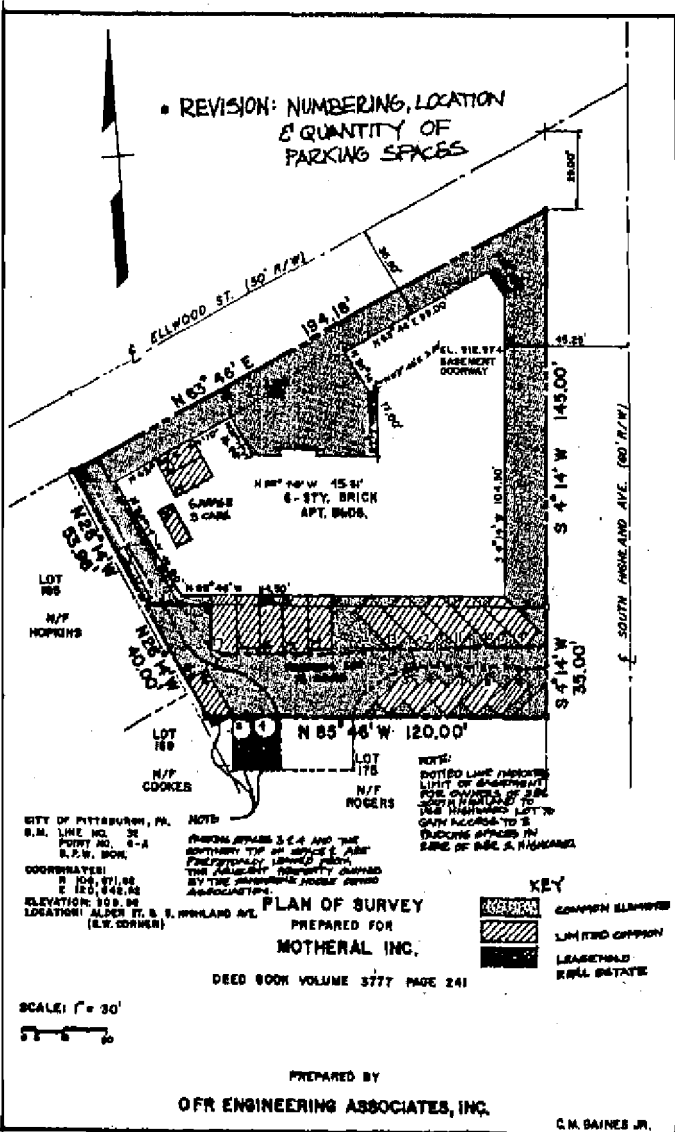
PLATS AND PLANS
HAMPTON HALL
CONDOMINIUM
166 DITHRIDGE STREET
PITTSBURGH, PA. 15213

| KEY | |
|-----|-----------------------------|
| | PRIVATE UNIT AREA |
| | LIMITED COMMON-USE ELEMENTS |
| | COMMON ELEMENTS |
| | INTERIOR PARTITIONS |
| | DIVIDING WALLS |

JOB NO. 84.0113 DATE 11-12-84
DRAWING

CD-1
IN A SET OF 9
SCALE 1/8" = 1'-0"
DRAWN BY MPH JAS

• REVISION: NUMBERING, LOCATION & QUANTITY OF PARKING SPACES



CITY OF PITTSBURGH, PA.
 S.M. LINE NO. 30
 POINT NO. 6-A
 S.P.W. MON.
 COORDINATES:
 N 104.871.88
 E 123,848.82
 ELEVATION: 303.96
 LOCATION: ALDER ST. & S. HIGHLAND AVE.
 (N.E. CORNER)

NOTE:
 PARKING SPACES 3 & 4 AND THE
 COURTYARD TYP. ON LOTS 1 & 2 ARE
 FULLY OWNED BY THE
 THE ADJACENT PROPERTY OWNED
 BY THE PITTSBURGH PUBLIC SCHOOL
 ASSOCIATION.

NOTE:
 DOTTED LINE INDICATES
 LIMIT OF EASEMENT
 FOR OWNERS OF 2.06
 ACRES TO THE EAST TO
 THE HIGHLAND LOT TO
 GAIN ACCESS TO S
 DRIVING APPROX. IN
 SIDE OF ONE A. HANAUER

PLAN OF SURVEY
 PREPARED FOR
MOTHERAL INC.

DEED BOOK VOLUME 3777 PAGE 241

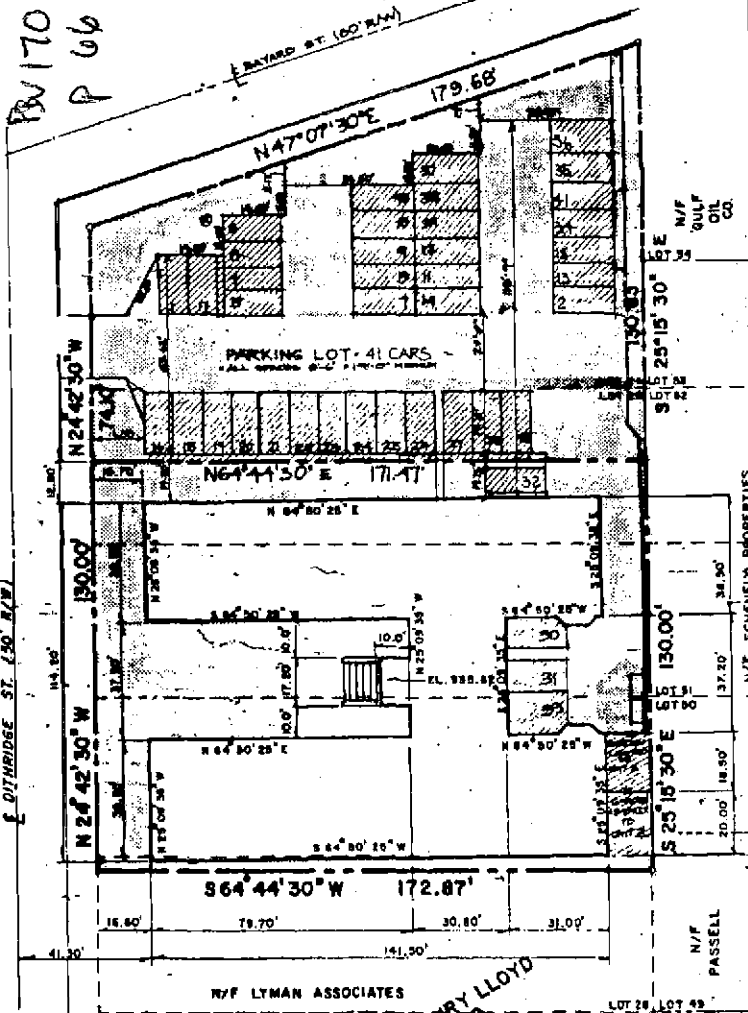
KEY
 COMMON ELEMENTS
 LIMITED COMMON
 LEASEHOLD REAL ESTATE

SCALE: 1" = 30'

PREPARED BY
OFR ENGINEERING ASSOCIATES, INC.

C.M. GAINES JR.

PB 170
P 66



CITY OF PITTSBURGH, PA.
S.M.: LINE NO. R 870
POINT NO. 2
COORDINATES:
N 109,736.60
E 113,233.48
ELEVATION: 974.85'
LOCATION: BAYARD & DITHRIDGE
(CURB N.W. CORNER)

HEIRS OF HENRY LLOYD
PLAN OF LOTS

Surveyed Plat

PREPARED BY

OFR ENGINEERING ASSOCIATES, INC.

SCALE: 1" = 10'
C.M. GAINES JR.

PLAT REVISION II OF HAMPTON HALL CONDOMINIUM

100 DITHRIDGE STREET, PITTSBURGH, PENNSYLVANIA 15211 4th Ward
-SITAE IN THE 16th WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY
PREPARED FOR

HAMPTON HALL CONDOMINIUM (A Pa. Partnership)

Original Hampton Hall Plat CD-1, along with other plans, was recorded on December 11, 1988, in plan book volume 122, page 1 to 18 inclusive. The first revision of the above stated original plat was recorded on 11-22-89 in plan book volume 122, page 1 to 18 inclusive. The second revision of the above stated original plat was recorded on 11-22-89 in plan book volume 122, page 1 to 18 inclusive.

CONDOMINIUM CERTIFICATION: By Architect
We, the undersigned, James A. Sheehan and Michael F. Heller, being professional registered architects, Pennsylvania License No. 00-00011-2 and No. 00-01177-4 respectively, hereby certify that the drawings made to this Plat CD-1, consisting of the description of parking spaces No. 41 through parking spaces No. 49 on No. 31, then differing spaces No. 41, No. 42, No. 43, No. 44, and No. 45, are in fact in the right vertical direction on the side of space No. 1 in to the right with space No. 16 and changing the number of old spaces No. 11 to 15. The accuracy depicts the existing conditions affecting solely the parking spaces mentioned. This certificate is given in accordance with the provisions of the Pennsylvania Uniform Condominium Act of 1968, 68 Pa.C.S.A. 1201-1209.

04-22-91 *James A. Sheehan* Michael F. Heller
DATE ARCHITECTURE NO. PA-008818-E REGISTRATION NO. PA-011374-E

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY
In the last day of May 1991, before me, a Notary Public, to and for the Commonwealth of Pennsylvania, personally appeared James Arthur Sheehan and Michael F. Heller, known to me to be the persons whose names are subscribed to the above certification and being duly sworn made solemn oath in the truth of the statements in which their names are subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
NOTARY PUBLIC
My Commission Expires: 05/31/93

CONDOMINIUM CERTIFICATION: By Surveyor
I, the undersigned, Orlando F. Rabbe, being a Registered Professional Surveyor, Pennsylvania License No. 119-A, hereby certify that the Plan to which this certificate is affixed, consisting of one (1) sheet No. CD-1, accurately depicts all existing conditions affecting the property boundaries and building location of the Hampton Hall Condominium and conforms to the information required by Section 1201 of the Pennsylvania Uniform Condominium Act of 1968, or Pa. C.S.A. 1201, or any amendments thereto.

DATE: 1 November 1991 *Orlando F. Rabbe*
REGISTRATION NO. 119-A

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY
On the 15th day of November 1991, before me, a Notary Public, for the Commonwealth of Pennsylvania, personally appeared Orlando F. Rabbe, known to me to be the person whose name is subscribed to the above certification and, being duly sworn, made solemn oath in the truth of the statements in which his name is subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
NOTARY PUBLIC
My Commission Expires: 05/31/91 *Mary L. Geist*

PROOF OF RECORDING

This drawing is a Condominium Document No. One (CD-1) of one (1) document which make up the Plans and Plans of the Hampton Hall Condominium.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Recorded in the Records Office for the Recording of Deeds, Plans, Maps, and General Conveyances of Allegheny in Plan Book Volume 122, page 66. Given under my hand and seal this 3rd day of May 1991.

Michael A. Dillbeck
RECORDER OF DEEDS

INDEX

- CD-1 PLAT (COVER SHEET)
- CD-2 BASEMENT PLAN
- CD-3 FIRST FLOOR PLAN
- CD-4 SECOND FLOOR PLAN
- CD-5 TYPICAL PLAN
- CD-6 FIFTH FLOOR PLAN
- CD-7 ATTIC FLOOR PLAN
- CD-8 ROOF FLOOR PLAN
- CD-9 ELEVATION SIXTH



James A. Sheehan
ARCHITECT
in joint venture with
ARCFORM
DESIGN & DEVELOPMENT

PLANS AND PLANS
HAMPTON HALL
CONDOMINIUM
100 DITHRIDGE STREET
PITTSBURGH, PA. 15212

KEY

- UNIMPROVED AREA
- LIMITED COMMON AREA
- COMMON ELEMENT
- INTERIOR PARTITION
- DEMISING WALL

CD NO. 04-011-3
DATE 05-01-91
DRAWING

CD-1
SCALE: 1" = 10'
DRAWN BY: MPH, JAS

Amendment to Declaration and Bylaws

Of Hampton Hall Condominium Association
for the purpose of adopting a

Leasing and Ownership Policy

Declaration of Condominium

The Declaration of Condominium, Article VIII, shall be amended to read as follows:

Article VIII

Leasing and Ownership

The Owners, acting as Hampton Hall Condominium Association, may adopt rules and restrictions on ownership and leasing as part of the Bylaws of the Association.

Bylaws

The Bylaws shall be amended by adding Article X "Leasing and Ownership" as follows:

Article X

Leasing and Ownership

10.1 Policy. It is the policy of the Hampton Hall Condominium Association to promote and preserve the character of Hampton Hall as a residential condominium consisting primarily of owner-occupied units. For purpose of this Article, occupancy of a unit by a parent, child, sibling, or other close relative of the owner is deemed equivalent to owner-occupancy.

10.2 Rentals and Leases.

a. Any rental of a unit to a non-family member must be approved in advance by the Executive Board. Approval will not be unreasonably withheld if the proposed rental meets all requirements concerning lease agreement and security deposit, as well as complying with all provisions of these Governing Documents.

b. No more than 20 per cent of the total number of units may be rented to non-family members at any one time, subject only to the following exceptions:

(1) Any owner of a unit which is leased to a non-family member as of September 29, 2003, in compliance with the Governing Documents, may continue to lease that unit until the unit is sold or otherwise conveyed to a new owner, without being subject to the 20 per cent cap, provided the Owner is in compliance with this Article and these Governing Documents.

(2) An owner-occupant who will be absent temporarily, and who intends in good faith to return and resume occupancy of the unit, may request an exception to the rental cap in order to rent his/her unit during the temporary absence. The board may approve such a temporary exception for one year, and approval may be extended as appropriate. By way of example, and without limitation, this exception is intended to provide for absences due to illness, family obligations, non-permanent job assignment and sabbatical. Approval of a request for temporary exception shall not be unreasonably withheld if the proposed rental meets other requirements of these documents concerning leasing of units.

(3) In the event of hardship, the Board may approve a temporary rental, not to exceed one year. Approval of a good faith request for hardship exception shall not be unreasonably withheld if the proposed rental meets other requirements of these documents concerning leasing of units.

c. Any rental of a unit to a non-family member must be pursuant to a written, executed lease agreement, which must be for a term of at least one year and must contain the Addendum approved by the Executive Board. A copy of the executed lease must be furnished to the Executive Board prior to the commencement of the lease. Each such lease shall be deemed to include the following provisions:

(1) Lease agrees to be bound by all terms and conditions contained in the Declaration, By-Laws and Rules and

Regulations of the Association and the lessee agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all obligation applicable to unit Owners under the Uniform Condominium Act of the Commonwealth of Pennsylvania, the Declaration, By-Laws and the Rules & Regulations or otherwise whatsoever during the term of this Lease. Nothing contained in the Lease shall create any voting rights in the lessee with respect to the Unit leased hereunder, which rights remain solely vested in the Unit Owner under the Declaration, By-Laws and the Rules & Regulations.

- (2) Lessee further agrees that he shall no sublet or assign this Lease.
 - (3) The liability of Unit Owner hereunder, and under the Governing Documents as a whole, shall continue during the tenancy of any lease.
- d. Every owner leasing to a non-family member is required to post with the Association a refundable security deposit to secure compliance with the Governing Documents by the lessee and to cover any damages to the Common Elements by the lessee. The security deposit will be for a reasonable amount established by the Executive Board.
- e. The Board may promulgate such additional Rules & Regulations relating to the leasing of Units as from time to time the Board shall determine are in the best interest of the Association.

10.3 Limitation on Ownership. With respect to units acquired after September 29, 2003, no person or entity may own more than one unit which is not occupied by the owner or a family member of the owner. Ownership of any beneficial interest, part interest, through a corporation, in a business or other fictitious name, or more than one non-owner-occupied unit shall be considered a violation of this section.

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

AND NOW, on this 4th day of March, 2004, before me the undersigned officer, personally appeared RUSSELLYN S. CARRITT and Richard L. Allison, both known to me (or satisfactorily proven) who acknowledge that they executed this instrument for the purposes stated therein.

WITNESS my hand and notarial seal.

Sworn to and subscribed before me on this 4th day of March, 2004,

Lisa M. Burkhardt
Notary Public

My Commission Expires: 4/12/08

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhardt, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Apr. 12, 2008
Member, Pennsylvania Association Of Notaries

CERTIFICATE

RUSSELL S. CARLUTH, the President of Hampton Hall Condominium Association, and
Richard H. Arison the Secretary of Hampton Hall Condominium Association,
certify that the foregoing Amendment has been consented to by 68.2 % of the votes
of Hampton Hall Condominium Association.

Dated this 4th day of March, 2004.

Russell S. Carluth
PRESIDENT

Richard H. Arison
SECRETARY