



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

Instrument Number: 2012-30369

BK-DE VL-15068 PG-539

Recorded On: November 15, 2012 As-Deed Agreement

Parties: PENN AVE RENAISSANCE II L P

To PENN AVE RENAISSANCE II L P

of Pages: 53

Comment: DECLARATION OF CONDO

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

Deed Agreement 174.50
Pages > 4 48
Names > 4 0
Total: 174.50

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified On/By-> 11-15-2012 / S B
CONDO DECLARATION

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

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

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MEYER UNKOVIC & SCOTT
WILL CALL
PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive

**DECLARATION OF
CONDOMINIUM FOR THE
ONE 5TH AVE.
CONDOMINIUM**

**PENN AVE RENAISSANCE II LP,
A Pennsylvania limited partnership,**

DECLARANT

WILL CALL



Christie M. Salimbene, Paralegal

(412) 456-2573

DECLARATION OF CONDOMINIUM

FOR THE

ONE 5TH AVE. CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made as of this 14th day of November, 2012, by **PENN AVE RENAISSANCE II LP**, a Pennsylvania limited partnership, as the owner in fee simple of the Property herein described.

WITNESSETH:

ARTICLE 1
SUBMISSION

1.1. Declarant; Property; County; Name. Penn Ave Renaissance II LP, a Pennsylvania limited partnership (the "Declarant"), owner in fee simple of the real estate municipally numbered as 524 Penn Avenue and situate in the City of Pittsburgh, Allegheny County, Pennsylvania, and more fully described on Exhibit A attached hereto, hereby submits the real estate described on Exhibit A attached hereto together with and 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.A. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as the "One 5th Ave. Condominium" (the "Condominium").

1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and other matters affecting the Property hereby submitted to the Act:

(a) All roads, streets, alleys, and sidewalks, public or private, affecting the Property.

(b) Easements for water, gas, electric, other utilities and sanitary and storm sewers as located on the Property.

(c) All other easements, rights and appurtenances set forth in Exhibit C attached hereto and made a part hereof.

ARTICLE 2
DEFINITIONS

2.1. Terms Defined or Used in the Act: Capitalized terms used herein and in the Bylaws and Plats and Plans shall have the meanings specified or used for such terms in §3103 or elsewhere in the Act, unless otherwise defined herein.

2.2. More Specific Meanings: The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

“Association” means the One 5th Ave. Condominium Association, an unincorporated association, the members of which are all Unit Owners of the Condominium.

“Assessments” means those levies, assessments or sums payable to the Association by the Owners of the Units in the Condominium from time to time as provided herein or in the Act.

“Building” means the building located at 524 Penn Avenue in the City of Pittsburgh, Allegheny County, Pennsylvania.

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

“Common Elements” means all portions of the Condominium other than the Units, including, without limitation, Limited Common Elements.

“Common Expenses” means all Common Expenses, including, without limitation, Limited Expenses.

“Condominium” means the Condominium described in Section 1.1 above.

“Declarant” means the owner of the Real Estate described in Section 1.1 above and all successors to any Special Declarant Rights (as defined in §3103 of the Act) pursuant to the provisions of §3304 of the Act, at such time as they succeed to such Special Declarant Rights.

“Declaration” means this document, as the same may be amended from time to time.

“Executive Board” or “Board” means the Executive Board of the Association.

“Limited Common Elements” means the Common Elements described as such in the Act, or described herein or in the Plats and Plans as being Limited Common Elements, which Limited Common Elements shall be assigned to certain Units as shown on the Plats and Plans.

“Limited Expenses” means Common Expenses to be assessed against one or more but fewer than all of the Unit Owners under §3314(c) of the Act or as provided herein. Any Common Expense associated with an obligation of the Association for maintenance, repair or replacement of a Limited Common Element may be assessed as Limited Expenses against all Units to which that type of Limited Common Element was assigned at the time the expense was incurred in proportion to their Percentage Interests. The costs of utilities that are supplied to less than all of the Units and charged to the Association shall be assessed as Limited Expenses to such Units in proportion to usage by such Units, as determined by the Executive Board. The costs of utilities that are supplied to less than all of the Units and directly metered (or submetered) to such Units shall be paid by the Owners of such directly metered (or submetered) Units directly to the applicable provider of such utilities (or in the case of submetered utilities to the Association or the third party administrator).

“Plats and Plans” means the Plans for the Condominium being recorded contemporaneously herewith in the Allegheny County Recorder of Deeds Office, as the same may be amended from time to time.

“Unit” means any Unit as described herein and in the Plats and Plans, and shall include both the Residential Units and the Commercial Units.

2.3. Non-Statutory Terms Defined: The following terms when used herein or in the Plats and Plans shall have the meanings set forth below:

“Commercial Units” shall mean the two (2) Units located on the First Floor and Mezzanine, as shown on the Plats and Plans, and as designated on the Plats and Plans as Commercial Unit #1 and Commercial Unit #2, which shall be used for commercial purposes in accordance with the provisions set forth herein.

“General Common Elements” means all portions of the Common Elements other than the Limited Common Elements.

“General Common Expenses” means all Common Expenses other than Limited Expenses.

“Governing Documents” means this Declaration, the Bylaws and Rules and Regulations of the Association to which each Unit Owner and all other persons having any right, title or interest in all or any portion of the Property subject to this Declaration, and each of their respective heirs, legal representatives, successors and assigns, are subject.

“Mortgage” shall mean any mortgage, deed of trust or other instrument of transfer or conveyance for purposes of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

“Mortgagee” shall mean the holder of any Mortgage.

“Owner” or “Unit Owner” shall mean the record titleholder of a Unit within the Condominium, but shall not include a Person who is only a Mortgagee.

“Percentage Interest” means each Unit Owner's undivided ownership interest in the Common Elements, share of all votes of Unit Owners and share of Common Expenses appurtenant to each Unit as set forth in Exhibit B attached hereto, as the same may be amended from time to time.

“Perimeter Wall” means a wall, floor or ceiling that is adjacent to either the exterior of the Building or adjacent to a Common Element or Limited Common Element.

“Person” shall mean any individual, corporation, firm, association, partnership, trust or other legal entity.

“Posted Mortgage” means any Mortgage as to which the name and address of the Mortgagee and servicer (if any) has been submitted to the Executive Board. A holder of a Posted Mortgage is referred to herein as a “Posted Mortgagee.”

“Property” means the Property described in Section 1.1 above.

“Recordation Date” means the date this Declaration is recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania.

“Reserved Common Elements” means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 5.3 below, including, without limitation, all or some of the mechanical rooms, the roof of the Building and the restrooms located on the first floor of the Building.

“Residential Units” shall mean the sixteen (16) Units located on the 2nd through 8th floors of the Building, as shown on the Plats and Plans, which are to be used for residential purposes in accordance with the provisions of this Declaration.

“Roof Top Deck” shall mean, if created by Declarant, the deck located on the roof of the Building, as shown on the Plats and Plans, which Roof Top Deck shall be a Reserved Common Element.

“Rules and Regulations” means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or portions of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws or both.

“Storage Space” means any individual enclosed spaces which may be created by Declarant located in the basement of the Building and designated as Limited Common Elements. Declarant also reserves the right to create Storage Spaces for less than all

of the Units. The basement of the Building shall be a Common Element as shown on the Plats and Plans.

“Unit Owner” means the Owner of a Unit.

In the event that any amendment to this Declaration by Declarant, pursuant to any right set forth herein, requires any amendment or supplement to the foregoing definitions, Declarant shall have the right to so amend and supplement the definitions of this Article. Such amendments shall not require the approval of the Executive Board, the Owners or the Posted Mortgagees.

ARTICLE 3

BUILDING; UNITS; BOUNDARIES; CERTAIN MAINTENANCE RESPONSIBILITIES

3.1. Plats and Plans; Units:

(a) The location and dimensions of the improvements comprising the Property and the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans, to the extent feasible to do so.

(b) The Condominium shall initially consist of sixteen (16) Residential Units and two (2) Commercial Units. Declarant reserves the right to subdivide any Unit into two (2) or more Units.

3.2. Unit Boundaries:

(a) Unit Title Lines. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans, with the applicable Identifying Number of such Unit also being shown thereon, and are formed by the following planes:

(1) The Unit-side surface of all doors, and their sills and hardware, leading from such Unit to interior corridors of the Building and the Unit-side surface of the door frames in which such doors are set.

(2) The Unit-side surface of the sash of windows which are set in the Perimeter Walls of such Unit, the unit-side surfaces of the panes of such windows and the Unit-side surfaces of the frames and sills of such windows.

(3) With respect to Perimeter Walls,

(A) if the wall is of a hollow drywall or plaster type construction, the title line of the Unit shall be at the side opposite the Unit-side surface of the drywall closest to the Unit, or if a wall consists of two (2) adjacent drywall panels, the title line of the Unit shall be at the side opposite the Unit-side surface of the first drywall panel; or

(B) if the wall is of poured concrete or masonry construction, regardless of whether any other materials may be installed on it, the title line of the Unit shall be at the Unit-side surface of such poured concrete or masonry wall.

(4) The Unit-side surface of the concrete slab constituting the floor of such Unit, regardless of whether any other materials may be installed on it.

(5) The Unit-side surface of any shaft wall adjacent to and containing fireplace flues, boiler flues or air shafts.

(6) The side opposite the Unit-side surface (i.e., the upper surface) of the drywall or plaster attached to or constituting the Perimeter Wall ceiling of the Unit.

(7) The Unit-side surface of columns and pipes, or the Unit side surfaces of the furring around ducts, wires, conduits, chutes, mechanical chases, structural elements and flues that are either Common Elements or Limited Common Elements.

(8) The side opposite the Unit-side surface of all grills and registers which cover bathroom or kitchen exhaust fans and ventilation ducts which serve only such Unit.

(9) The Unit-side surface of the elevator doors leading into the Unit and the Unit-side surface of the frame in which such elevator door is set.

(b) Components of Units. Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by: (i) equipment installed in such Unit from time to time but owned by others; (ii) structural members, shaft walls and bearing columns, which are within or pass through such Unit and which are Common Elements; and (iii) other Common Elements, including Limited Common Elements, within such Unit, including (without limitation) any of the following that serve more than one Unit: heating, ventilating, air conditioning, plumbing and electrical systems and components, such as flues, ducts, wires, cables, conduits and pipe runs. With respect to such heating, ventilating, air conditioning, plumbing and electrical systems and components, such as flues, ducts, wires, cables, conduits and pipes, the following provisions shall apply:

(1) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of such boundary walls, floors or ceilings are a part of the Unit, and all other portions of such boundary walls, floors or ceilings are a part of the Common Elements.

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common

Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(3) Subject to the provisions of this subparagraph 3.2(b), all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(4) Any shutters, window boxes, balconies and windows or other fixtures (including sills, frames and hardware) designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

(5) Any utility meter (or submeter) which serves only a single Unit is a Limited Common Element allocated exclusively to that Unit.

(6) One (1) mailbox or mail slot shall be assigned to each Unit as a Limited Common Element appurtenant to such Unit. The initial assignment of such mailbox or mail slot shall be in the sole discretion of the Declarant.

(c) There is also included within a Unit (by way of illustration and not limitation):

(1) The air space enclosed within such title lines.

(2) All partitions which are wholly contained within such title lines, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such partitions.

(3) All plumbing fixtures and their water and waste connection located within such title lines and serving only such Unit.

(4) All heating, ventilating and air conditioning equipment located within such title lines and serving only such Unit.

(5) All items of kitchen equipment and such equipment's water, waste, gas and electrical connections located within such title lines and serving only such Unit.

(6) Bathroom and laundry exhaust fans and the grills, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

(7) 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) serving

only such Unit, whether or not such lighting devices are themselves located entirely within the title lines of such Unit.

(8) All of the following if they serve only such Unit and are located entirely within the title lines of such Unit: electrical outlets, wires, cables, conduits, circuits, transmitters, receivers, amplifiers and related equipment transmitting electricity for lighting or power or transmitting one or more of information, impulses and signals for communications purposes (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein).

(9) Surface-mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).

(10) Refrigerators, ranges, freezers, microwave ovens, dishwashers, clothes washer/dryer units, garbage disposal units, trash compactors and other appliances at any time located within such title lines and serving only such Unit, and the portions of their water, waste, gas, electrical and exhaust connections located within such title lines and serving only such Unit.

(11) Floor coverings installed on the Unit-side surface of the structural concrete floor.

(12) Window screens and screen doors attached to either windows or sliding glass doors appurtenant to such Unit, whether or not such window screens and screen doors are located in any portion of the Common Elements.

3.3. 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 all portions and components thereof shall be maintained, repaired and replaced by each Unit Owner, and the Common Elements, including but not limited to the roof and all structural portions of the Building, shall be maintained, repaired and replaced by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. Notwithstanding the foregoing, ordinary cleaning, maintenance and non-structural repair of Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as Limited Expenses.

3.4. Relocation of Unit Boundaries; Subdivision and Conversion of Units.

(a) Subject to Section 3.5 and the prior approval in writing of the Executive Board, relocation of boundaries between Units is permitted in accordance with §3214 of the Act. As long as Declarant owns any Unit, an Owner must obtain the prior written consent of the Declarant and the Executive Board for any relocation of the boundaries of such Owner's Unit. After Declarant no longer owns any Unit, an

Owner must obtain the prior written consent only of the Executive Board for any relocation of the boundaries of such Owner's Unit. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant without the approval of the Executive Board, and the Executive Board shall execute the required amendment to the Declaration as prepared by the Declarant.

(b) Subdivision of Units by Unit Owners other than the Declarant is not permitted within the Condominium. In accordance with §3215 of the Act, the Declarant shall have the right to subdivide Units owned by the Declarant without the approval of the Executive Board, and the Executive Board shall execute the required amendment to the Declaration as prepared by the Declarant.

3.5. Alterations of Units. Subject to requirements of law, this Section 3.5 and to applicable Rules and Regulations, a Unit Owner:

(a) May not change the appearance of the Common Elements or the exterior (from within or outside the Building) appearance of a Unit or any other portion of the Condominium without permission of the Executive Board. The Owners of the Commercial Units, or their respective tenant(s), shall have the right to erect signage advertising the business(es) to be operated in the Commercial Units, provided that such signage is in accordance with all applicable zoning ordinances. The design of such signage shall be approved in advance by the Executive Board, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Shall obtain the approval of the Executive Board (which approval shall not be unreasonably withheld, conditioned or delayed) for any alteration to his or her Unit or to the Building prior to the commencement of any such alteration, subject to exemptions provided in the Rules and Regulations, if any. Applications for approval of the Executive Board shall be in writing and shall contain such information as the Executive Board shall reasonably require, which may include, without limitation, reports and drawings prepared by an independent licensed architect or professional engineer. Subject to the Unit Owner's compliance with this Section 3.5, the approval of the Executive Board shall not be withheld for any of the following types of improvements and alterations:

(1) Improvements or alterations to his or her Unit that do not impair the structural integrity of the Building or mechanical systems, lessen the support of any portion of the Building or involve connections to Common Element pipes, lines, conduits or other apparatus for common utilities.

(2) After acquiring an adjoining Unit (above or below), removal or alteration of any intervening partition to create apertures therein, even if the partition, in whole or in part, is a Common Element, if those acts do not impair the structural integrity of the Building, Common Element mechanical systems, lessen the support of any portion of the Building outside the Unit or involve connections to Common Element pipes, lines, conduits or other apparatus for common utilities. Removal of

partitions or creation of apertures under this paragraph does not constitute an alteration of boundaries between Units.

(3) Installation, removal, reconstruction or repair of any electrical lighting, signal transmission and/or power circuit or electric outlet box or terminal device included in such outlet box, or any items of heating or air conditioning equipment, or any ventilation or exhaust duct or related equipment, any of which is located within an interior partition of a Unit or within the ceiling above a Unit, provided, however, that the approval of the Executive Board shall be given only if the work performed shall be of similar or superior quality to that then prevailing in the Building and shall be performed by qualified personnel.

(c) Shall not make any alteration that will adversely affect either the fire retardant or sound absorbent quality of the Building or violate any applicable law, ordinance or governmental rule, regulation or order.

(d) Shall obtain all necessary permits, licenses and approvals and expeditiously complete all alterations at his or her expense: (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such alterations, if required; (ii) without incurring any mechanics' or materialmen's liens; (iii) in a good and workmanlike manner; and (iv) in compliance with all applicable laws, codes, ordinances, regulations and directives of governmental agencies and authorities having jurisdiction.

(e) Shall pay all costs and expenses incurred in connection with the Executive Board review and approval process and the preparation, review, execution and recording of any amendment to the 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 recorded by the Executive Board if such amendment conforms to the requirements of the Act and if such amendment is approved in writing by all of those Owners of Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

(f) Shall pay all costs and expenses incurred in connection with such alterations and improvements, including installation, removal, reconstruction or repair, whether undertaken by a Unit Owner or by the Association (under procedures which may be established by the Executive Board).

(g) Shall submit to the Executive Board the specifications for materials to be used in such alteration or construction, and the Unit Owner shall not proceed with any construction without the written approval of the Executive Board. The Executive Board reserves the right (but not the obligation) to retain a professional engineer, at the sole cost and expense of the Unit Owner requesting the Executive Board's consent,

to review, inspect and approve the plans and the requested alterations and any and all work performed by or on behalf of the Unit Owner in connection with the requested alteration. The Unit Owner agrees to comply, and to cause its contractors and subcontractors to comply, with all recommendations and requirements of the Executive Board or the Association's engineer, if any, in connection with the alterations. If any materials used in the construction of the alterations shall be disapproved by the Executive Board as defective or installed without prior inspection, when prior inspection is necessary to determine compliance with this provision, then the Unit Owner shall remove and replace such materials with other materials to the satisfaction of the Executive Board.

(h) Shall maintain liability insurance with companies and in forms and in limits reasonably acceptable to the Association. Each policy shall name the Association as an additional insured, and shall be non-cancellable for any reason except upon thirty (30) days' prior written notice to Unit Owner and to the Association. A duplicate original of each insurance policy, or a certificate of insurance satisfactory in form and substance shall be delivered to the Association when it is issued. If Unit Owner fails at all times to maintain such insurance, and such failure is not cured within ten (10) days from Unit Owner's receipt of notice of cancellation, then the Association may obtain such insurance to insure against loss to the Association and Unit Owner shall pay upon demand the reasonable cost incurred to obtain such insurance. Before commencing any work or delivery of materials to the Property, Unit Owner shall deliver to the Association a certificate evidencing each contractor's and engineer's liability, completed operations and worker's compensation insurance and naming the Association, the Association's managing agent and such other designees as the Association shall deem appropriate, as additional insureds, which insurance: (i) shall be primary insurance as regards any other insurance carried by the Association; (ii) shall be placed with an insurance carrier satisfactory to the Association, and (iii) shall be in amounts and otherwise on terms satisfactory to the Association. Each Unit Owner shall also maintain property insurance on the interior improvements made to such Unit in accordance with the provisions of Article 15 below.

(i) To the extent permissible by law, each architect, contractor or material supplier hired by Unit Owner shall execute and Unit Owner shall cause to be filed with the Allegheny County Clerk of Courts in a timely manner such waivers of liens and other documents necessary to insure against imposition of any mechanics' and material suppliers' liens for labor furnished and material supplied in connection with the alterations and improvements. OWNER SHALL DELIVER COPIES OF SUCH WAIVERS OF LIENS TO THE ASSOCIATION TOGETHER WITH GOOD AND RELIABLE EVIDENCE THAT SUCH LIEN WAIVERS HAVE BEEN DULY FILED WITH THE CLERK OF COURTS PRIOR TO THE COMMENCEMENT OF WORK OR DELIVERY OF ANY MATERIALS TO THE PROPERTY. If any mechanic's or other lien shall be filed against the Owner's Unit, the Condominium or the Common Elements thereof, purporting to be for labor or material furnished or to be furnished at the request of Unit Owner, then Unit Owner shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise, within thirty (30) days after the filing thereof. If Unit Owner shall fail to cause such lien to be discharged of record within such thirty (30)

day period, the Association may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Unit Owner shall, upon demand, reimburse the Association for all amounts paid and costs incurred, including reasonable attorneys' fees in having such lien discharged of record.

Notwithstanding the requirements set forth in this Section 3.5 above, Declarant shall not be required to obtain any approvals from the Executive Board under this Section 3.5. No review or approval of any application, plans or reports in connection with any alterations shall be deemed to be an approval by Declarant or by the Executive Board of any work performed pursuant thereto or approval or acceptance by Declarant or the Executive Board of any material furnished with respect thereto or a representation by Declarant or the Executive Board as to the fitness of such work or materials, and shall not give rise to any liability or responsibility of Declarant or the Executive Board.

3.6. ADA Alterations. If any Unit Owner or permitted Occupant is disabled, then the Unit Owner may request the Executive Board to make such repairs, modifications or alterations in or to the Common Areas and/or such Owner's Unit as are required under the Americans with Disabilities Act of 1990 (as amended) or other similar applicable law. Upon approval of the Executive Board, the Association shall cause the required repairs, modifications or alterations in or to the Common Areas and/or such Owner's Unit to be performed and the cost of such repairs, modifications or alterations shall be assessed as General Common Expenses.

ARTICLE 4

IDENTIFICATION OF UNITS; ALLOCATION OF VOTES, COMMON ELEMENT INTERESTS AND COMMON EXPENSE LIABILITIES

4.1. 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. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the size of the particular Unit and the denominator of which is the aggregate size of all Units located within the Condominium. The Percentage Interest shall determine the undivided ownership interest in the Common Elements appurtenant to each Unit. The Percentage Interest shall also determine the General Common Expenses allocable to each Unit. Each Unit shall be held, sold, transferred, conveyed, mortgaged and otherwise encumbered together with the Percentage Interest that is appurtenant to such Unit. The Percentage Interest appurtenant to a Unit may not be transferred separately from such Unit, and any conveyance, encumbrance, judicial sale, or other transfer, whether voluntary or involuntary, of an individual Percentage Interest in the Common Elements shall be void and of no force or effect unless such Percentage Interest is transferred together with the Unit to which it is appurtenant.

4.2. Votes. Each Unit shall be entitled to one vote in the Association. Since there are eighteen (18) Units in the Condominium, each Unit shall have a 1/18th vote in the Association. No cumulative voting or class voting shall be permitted.

ARTICLE 5
DESCRIPTION, ALLOCATION AND RESTRICTION
OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.1. Limited Common Elements: In addition to any other Limited Common Elements identified in the Act or this Declaration, the following constitute Limited Common Elements appurtenant to the Units they serve: (a) any security system or intercom system of the Building serving individual Units, (b) any mailboxes assigned to individual Units by Declarant or the Executive Board, (c) any Storage Spaces assigned to individual Units by Declarant or the Executive Board, and (d) any balconies, including the iron railings. With the prior written approval of the Executive Board (except that Declarant shall not be required to obtain such approval), Limited Common Elements may be reallocated among Units in accordance with §3209 of the Act and Section 13.1(1) herein.

5.2. Limited Expense Surplus. Any surplus funds derived from assessments for Limited Expenses shall be credited to those Units whose Owners paid such assessments (in order to reduce their future liability for such Limited Expenses) in accordance with the same formula used for assessing such Limited Expenses.

5.3. 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 and/or access by less than all of the Unit Owners or by non-owners of any Units or by only those Persons paying fees for membership or use or satisfying other reasonable conditions for use as may be established by the Executive Board, if any exist. Included in the Reserved Common Elements may be such areas as the Executive Board may designate for access only by authorized personnel (such as the mechanical equipment rooms throughout the Building and the roof) or for commercial uses. The Roof Top Deck shall be a Reserved Common Element, and the use of and access to the Roof Top Deck shall be limited to the Owners and tenants of the Residential Units, and their invitees. The Owners and tenants of the Commercial Units shall not have the right to access or use the Roof Top Deck. The restrooms located on the first floor of the Building shall be Reserved Common Elements which shall be reserved for the use of the Unit Owners, and their tenants, of the two (2) Commercial Units. All costs relating to such restrooms, including water and sewer, shall be the responsibility of the Unit Owners of such Commercial Units. The elevator shall also be a Reserved Common Element. Elevator usage by the Unit Owners, and their tenants, of the Commercial Units shall be limited to access to the mezzanine level of the Building by handicapped patrons and employees, provided, however that all expenses related to the maintenance, repair and replacement of the Elevator shall be Common Expense to be assessed against all of the Units of the Building.

ARTICLE 6
EASEMENTS; RIGHTS OF DECLARANT; RIGHTS OF ASSOCIATION

6.1. Additional Easements: In addition to and in supplementation of the easements provided for by §§3216 (encroachments), 3217 (Declarant's use of portions of the Building for sales, rental and management purposes) and 3218 (to facilitate Declarant's work) and the other provisions of the Act, the following easements are hereby created:

(a) Utility Easements. The Units and Common Elements shall be, and are hereby made, subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 6.1(a) shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable, satellite or otherwise), electrical 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 6.1(a), unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located substantially in the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant. Any such easement shall be located so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(b) Access. The Units and the Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair, and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both, and (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, it being understood and agreed that 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 or her Unit resulting from the Association's exercise of any rights it may have pursuant to this Section;

(2) In favor of the Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair,

maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units;

(3) In favor of the Declarant, its contractors and subcontractors, agents, employees, successors and assigns, for the purpose of completing the Units and the Common Elements in order to enable the Declarant to complete the Declarant's work in the Condominium. The easements in this subparagraph (3) shall also run in favor of such other persons as shall be designated by the Declarant. These easements shall remain in effect until all Units have been conveyed to third persons by the Declarant and until the Declarant shall have satisfied all of its obligations under any of the Condominium documents and all commitments of any nature which may require the exercise of such easement in favor of any Unit Owner, the Association and the Condominium and until all improvements to be made to individual Units have been fully developed. The easements set forth in this subparagraph (3) shall include, without limitation, the following easements, rights, privileges and licenses:

(A) to permanently and temporarily construct structures and improvements upon the Common Elements or any portion thereof,

(B) to park vehicles on the sidewalks, driveways, alleys, loading areas and streets included within the Common Elements or adjacent to the Condominium,

(C) to use portions of the Common Elements and any Units owned by Declarant for construction related purposes including, but not limited to, the, storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting any portion of the Condominium and to engage in construction activities of any nature whatsoever, including the movement and storage of building and landscaping materials and equipment and the conduct of all other activities on the Common Elements in any manner related to the completion of the obligations of the Declarant with respect to the improvements to be initially made to the Condominium, including the Building, the Common Elements and other improvements to be constructed within each Unit, and

(D) the right of vehicular, pedestrian and construction equipment access, ingress and egress for any and all purposes set forth in this subparagraph (3) including, without limitation, in the following areas: (i) on, over and under the Common Elements for the purpose of maintaining and correcting drainage of surface, roof or storm water, including the right to make alterations or improvements to the Building, to cut any bushes or shrubbery, or to take any other reasonably necessary action; (ii) through the Units for any access necessary to complete any construction to be performed by the Declarant, or to satisfy any warranty obligations of the Declarant; and (iii) except as otherwise provided for by this Declaration, on, over and under the Common Elements, for all purposes relating to the

construction and development of the improvements to the Condominium and such Common Elements.

(4) In favor of each Unit Owner for purposes of unrestricted access, ingress and egress to and from his or her Unit, upon and over such portions of the Common Elements as may be constructed for such purposes (including, by way of illustration and not of limitation, the interior hallways of the Property). The easement and rights set forth in this subparagraph (4) shall be perpetual and irrevocable, shall run with the Unit and shall pass with the Unit upon any transfer of ownership of such Unit.

(c) Structural Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Condominium and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Condominium and other Common Elements.

(d) Roof. Declarant reserves an exclusive, perpetual, irrevocable and transferable right, privilege, license and easement, in favor of Declarant, its employees, contractors and subcontractors, agents, tenants, successors and assigns, on and over any and all space on the roof of the Building, for purposes of the construction, installation, use, operation, maintenance, inspection, repair, restoration, replacement, improvement, alteration and removal of any type or character of structures, fixtures, equipment and facilities. In addition, Declarant reserves a non-exclusive, perpetual, irrevocable and transferable right, privilege, license and easement, in favor of Declarant, its employees, contractors and subcontractors, agents, tenants, successors and assigns, over such other portions of the Condominium and Common Elements as may be required for access, ingress and egress to and from such roof area and for purposes of the construction, installation, use, operation, maintenance, inspection, repair, restoration, replacement, improvement, alteration and removal of any electrical, telephone, cable or satellite television and other utility pipes, lines and conduits intended to serve such signage, structures, fixtures, equipment and facilities including, without limitation, the right and privilege of connecting to and utilizing for such purposes any and all electrical, telephone, cable or satellite television and other utility pipes, lines and conduits that may be part of the Common Elements. The easement rights and privileges set forth in this subparagraph 6.1(d) include, without limitation, the right to make roof penetrations. The work performed under this subsection 6.1(d) shall not be subject to the requirements of Section 3.5 of this Declaration and shall not require any consent or approval from the Executive Board.

(e) Sales Activities. By way of supplementation and not of limitation of §3217 of the Act, and notwithstanding any provisions contained in this Declaration to the contrary, for so long as Declarant owns any Unit, Declarant shall have, for itself, its contractors and subcontractors, agents, employees, tenants, successors and assigns: (1) a non-exclusive easement for access, ingress and egress to and from the Common Elements, and use of the Common Elements for the placement and maintenance of signs, banners, decorations, marketing and promotional materials and

tables, offices for purposes of sales, leasing and other business, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the sole discretion of Declarant may be required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (2) a nonexclusive easement to use the Common Elements for special events and promotional activities; and (3) to locate and relocate any and all such offices, signs, model Units and other materials and facilities as Declarant may determine in its sole discretion. The rights set forth in this subparagraph shall include, without limitation, the right to use any or all of the Units owned by Declarant as model Units and as offices for the sale of the Units and related activities. Declarant expressly reserves the right, at such time as Declarant ceases to own any Unit in the Condominium, to remove any and all furniture, fixtures, equipment and other property of Declarant located on the Common Elements in connection with such models and offices, provided, however, that if such removal is not accomplished within six (6) months after Declarant ceases to own any Unit (or, if such removal cannot reasonably be accomplished within such six (6) month period, then such longer period of time as Declarant may reasonably require), then any fixtures, improvements and alterations of Declarant not so removed shall be deemed Common Elements, and any furniture, equipment and other personal property of Declarant not so removed shall be deemed the property of the Association, and Declarant shall not be required to remove the same.

6.2. Rights of the Association. In addition to any other rights and powers that the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, as they may be amended from time to time, the Association shall have:

(a) The right to grant permits, licenses and easements in, upon and over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium or any part thereof; and

(b) A reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. Each Unit Owner shall furnish the Association with a set of all keys necessary to gain access to his or her Unit in the exercise of such rights at the time any locks are changed or installed in the doors to such Unit. The Association shall maintain appropriate security measures to prevent access to such keys by unauthorized persons. The Association shall also have the right (but not the obligation), at its election, to install security locks on doors leading into the Building and to issue copies of keys or entry cards to all Unit Owners requiring access to such areas. The Association is empowered to charge Unit Owners a reasonable fee for the cost of such security cards or keys.

ARTICLE 7
AMENDMENT OF DECLARATION; BYLAWS

7.1. Amendment Generally:

(a) This Declaration may be amended only in accordance with the procedures specified in §3219 of the Act, the other Sections of the Act referred to in §3219 thereof and the express provisions of this Declaration. Subject to the exceptions in the Act, amendments require the vote or agreement of Unit Owners entitled to cast sixty-seven percent (67%) of the votes in the Association.

(b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one year after the amendment is recorded.

(c) Every amendment to the Declaration must be recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania. An amendment is effective only upon recordation.

7.2. Rights of Certain Posted Mortgagees.

(a) Subject to the limitations imposed by §3221 of the Act and except as set forth below, no amendment of this Declaration or the Bylaws may be made without the prior written approval of Posted Mortgagees if and to the extent that such approval is required by the Act. Material amendments to this Declaration or the Bylaws shall require the approval of Posted Mortgagees who represent at least fifty-one percent (51%) of the votes of Units that are subject to the first lien of a Posted Mortgage. The approval of Posted Mortgagees who represent at least sixty-seven percent (67%) of the votes of Units that are subject to the first lien of a Posted Mortgage shall be required for any action that would have the effect of terminating or abandoning the Condominium (except that termination or abandonment of the Condominium as a result of substantial destruction or a taking by eminent domain shall require the approval of Posted Mortgagees who represent at least fifty-one percent (51%) of the votes of Units that are subject to the first lien of a Posted Mortgage). If a proposed amendment or other request for consent to action proposed by the Association is properly sent to a Posted Mortgagee for approval by certified or registered mail with a return receipt requested, such Posted Mortgagee shall be conclusively deemed to have given its approval if such Posted Mortgagee fails to submit a response to such proposal or request for consent within thirty (30) days after the proposal is received. "Material amendments" are those which establish, provide for, govern or regulate any of the following:

(1) voting rights, other than the reallocation permitted pursuant to Article 7 herein.

(2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or the priority of assessment liens;

- (3) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of Percentage Interests in the Common Elements or Limited Common Elements;
- (6) redefinition of any Unit boundaries;
- (7) convertibility of Units into Common Elements or vice versa;
- (8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (9) hazard or fidelity insurance requirements;
- (10) imposition of any additional restrictions on the leasing of Units;
- (11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (12) establishment of self-management if professional management has been required previously by this Declaration or by a Posted Mortgagee;
- (13) restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in this Declaration; or
- (14) any provisions of this Declaration that are for the express benefit of Posted Mortgagees, insurers or guarantors of first mortgages on Units in the Condominium.

7.3. Rights of Declarant and Easement Holders.

(a) No change, modification or amendment which adversely affects the rights, privileges or obligations of Declarant granted under this Declaration, the Bylaws or the Act shall be effective without the prior written consent of Declarant, until such time as Declarant no longer owns any Units.

(b) No change, modification or amendment which alters the rights, privileges or obligations granted under this Declaration, the Bylaws or the Act to the holder of any easement rights set forth in this Declaration shall be effective without the prior written consent of the Person holding such easement rights.

7.4 Rights of Commercial Unit Owners. No change, modification or amendment which alters the rights or privileges granted under this Declaration to the

Owners of the Commercial Units and their tenants to operate commercial businesses in the Commercial Units shall be effective without the prior written consent of the Owner of the Commercial Units and any Posted Mortgagee holding a mortgage encumbering the Commercial Units.

7.5. Corrective Amendments. If any amendment to this Declaration is necessary in the judgment of the Declarant or the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provision hereof or with the Act or if an amendment is necessary in the judgment of the Declarant or the Executive Board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation "FHLMC"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or other similar agency or entity), then, at any time and from time to time, either Declarant or the Executive Board may, at its discretion, effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Condominium, upon receipt by the Declarant or the Executive Board, as the case may be, of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 7.5.

ARTICLE 8 USE AND TRANSFER RESTRICTIONS

8.1. 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) Except as otherwise expressly set forth herein, no part of the Property other than the Commercial Units, the Storage Spaces, the Common Elements, the Limited Common Elements, the Reserved Common Elements and the roof of the Building pursuant to subparagraph 6.1(d), shall be used for any purpose other than housing and the related common purposes for which the Property was designed. Each Residential Unit shall be used as a residence for a single family or housekeeping unit or such other uses permitted by this Declaration and for no other purposes. The maximum number of individual occupants of any Residential Unit shall be limited to two (2) individuals for each bedroom in the Residential Unit (as such bedrooms are depicted on the Plats and Plans), provided, however, that upon written application the Executive Board shall grant a variance to the restriction set forth in this sentence to the extent necessary to comply with applicable laws. If zoning regulations permit ancillary professional and/or commercial activities to be conducted within the Units, application may be made by a Unit Owner to the Executive Board for approval to commence such use of his or her Residential Unit. Each such application shall be considered by the Executive Board on an individual basis. Once the Executive Board

has given its approval to a particular use of a Residential Unit, it may not revoke such approval so long as title to such Residential Unit is not transferred and the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his or her Residential Unit to be used or occupied for any prohibited purpose. The approval of the Executive Board for a particular use of a Residential Unit shall not be unreasonably withheld so long as the business activity:

(1) Is not apparent or detectible in its existence or operation by sight, sound or smell from outside of the Residential Unit;

(2) Does not generate traffic in the Condominium or visitation of the Residential Unit by employees, clients, customers, suppliers or other business invitees (other than by deliveries by couriers, mail carriers, parcel delivery services and other similar delivery services) in greater volume than would normally be expected for guest visitation to a Residential Unit without business activity;

(3) Is legal and conforms to all zoning requirements for the Condominium;

(4) Does not increase the insurance premium paid by the Association or otherwise adversely affect the Association's ability to obtain and maintain insurance coverage;

(5) Is consistent with the character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the discretion of the Executive Board; and

(6) Does not result in a materially greater use of Common Element facilities or Association services.

(b) No Unit shall be used in a manner which creates a public or private nuisance, or which would be dangerous to the Condominium or the other Unit Owners or disturbing to the other Unit Owners, or for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors, garbage or litter; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates fire, explosive, environmental, safety or other hazards; or as or for any of the following purposes: (i) any assembly, manufacturing, production or industrial operation; (ii) any veterinary hospital, funeral home, mortuary or similar service establishment; (iii) any activity which involves the sale or distribution of indecent, prurient or pornographic literature, photographs, videos or other "media"; (iv) any sexually-oriented business establishment or massage parlor; (v) any second hand store or pawn shop; (vi) any parole office or homeless shelter; (vii) any bowling alley; skating or roller rink; (viii) any bingo, gambling or gaming establishment; (ix) any pool hall or billiard parlor, shooting gallery, video or other game arcade; (x) any medical or social services clinic (but this shall not be deemed to prohibit private physicians' offices); (xi) any employment agency; (xii) any so-called "head shop" or sale

of paraphernalia for use with illicit drugs; (xiii) any sale or repair of new or used motor vehicles, trailers or mobile homes; (xiv) a place of religious worship; (xv) a facility used for storage, except as may be incidental to retail sales conducted at the Building; (xvi) any auction house, consignment store, closeout, bankruptcy/fire sales or damaged merchandise store; (xvii) any flea market or bazaar; or (xviii) any school.

(c) Except for the prohibited uses as set forth in subparagraph 8.1(b) above, the Commercial Units may be used for any lawful commercial use, subject to compliance with the applicable zoning code.

(d) The Storage Spaces may be used only for purposes of storing any personal property belonging to the Owner or Occupant of the Unit to which such Storage Space is assigned as a Limited Common Element, subject to this Declaration and the Rules and Regulations. No Owner or Occupant shall use any Unit or Storage Space for storage of any explosives or any flammable, odorous, noxious, corrosive, hazardous or pollutant substances or materials or any other goods or property which would cause danger or nuisance to the Unit, Storage Space or the Condominium. No Unit or Storage Space shall be used for any purpose unlawful or contrary to any law, ordinance, regulation, fire code or health code. Each Owner and Occupant shall indemnify, defend and hold harmless Declarant, the Association, the Executive Board and their respective successors and assigns from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising out of or in connection with any breach of this subparagraph by such Owner or Occupant, their employees, agents, contractors, subcontractors or invitees.

(e) Use of the Roof Top Deck shall be subject to the reasonable rules and regulations promulgated by the Executive Board from time to time. No Owner or Occupant shall use the Roof Top Deck for storage of any explosives or any flammable, odorous, noxious, corrosive, hazardous or pollutant substances or materials or any other goods or property which would cause danger or nuisance to Roof Top Deck or the Condominium. The Roof Top Deck shall not be used for any purpose unlawful or contrary to any law, ordinance, regulation, fire code or health code. Each Owner and Occupant shall indemnify, defend and hold harmless Declarant, the Association, the Executive Board and their respective successors and assigns from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising out of or in connection with any breach of this subparagraph by such Owner or Occupant, their employees, agents, contractors, subcontractors or invitees

(f) Except for a door sign or number placard placed on the door of a Unit by the Declarant, and except for the signage permitted for the Commercial Units pursuant to the provisions set forth herein, 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 Declarant, for itself and its agents, until such time as Declarant no longer owns

any Unit, to place "For Sale" or "For Rent" signs on any part of the Building and the Property. The Executive Board shall have the right to erect reasonable and appropriate signs on the Common Elements on behalf of the Association.

(g) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written 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 Building, shall be subject to the Rules and Regulations of the Executive Board.

(h) 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, applicable for the permitted uses, 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 or her 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.

(i) Except for signage permitted for the Commercial Units in accordance with the provisions set forth herein, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or on the Property and no sign, awning, canopy, shutter, satellite dish, microwave dish, radio or television antenna or other electromagnetic transmitting or receiving device (except as installed as of the date this Declaration is recorded or as thereafter installed by the Declarant or the Executive Board) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board. No air conditioning unit of whatever type other than those installed as of the date this Declaration is recorded or those thereafter installed by the Declarant may be installed without the prior written permission of the Executive Board.

(j) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets may be kept in Residential Units subject to Rules and Regulations adopted by the Executive Board, which Rules or Regulations may exclude any kind of pet by type or category; provided that permitted household pets shall not be kept, bred, or maintained for any commercial purpose; and provided further that any pet causing or creating a danger to the health or safety of any Owner or Occupant, or a nuisance or unreasonable disturbance, shall be permanently removed from the Property upon three (3) days' written notice from the Executive Board. All pets shall be registered with the Executive Board. The Rules and Regulations promulgated by the Executive Board may require that any species or breed of pet determined to be dangerous to health or safety by the Executive Board, in its discretion, shall not be brought onto or kept on the Condominium at any time. An Owner or Occupant may keep no more than a total

of two (2) dogs or cats (or one of each) per Residential Unit, not exceeding seventy-five (75) pounds each, and a reasonable number of other generally recognized household pets as determined in the discretion of the Executive Board, weighing less than two (2) pounds each (including by way of example, but not limitation, fish, gerbils and small birds). No pets are allowed on any portion of the Common Elements except that an Owner or Occupant may walk a pet across the Common Elements to enter or exit the Property. Pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. All pet droppings, feces or waste left on the Common Elements must be immediately removed by the pet owner or person responsible for the pet. Each and every Owner or Occupant who keeps any pet in the Condominium shall indemnify, defend and hold harmless Declarant, the Association, the Executive Board and their respective directors, officers, employees and agents from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising out of or in connection with any such pet.

(k) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(l) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, scooters, skates, skateboards, toys or vehicles be permitted on, any part of the Common Elements without the prior written consent of, and subject to any regulations of, the Executive Board.

(m) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board; an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the Executive Board. Installation, removal, reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, any of which is located within an interior partition of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Building and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by a Unit Owner or by the Executive Board (under the same procedures utilized for Common Elements) shall be borne by the Unit Owner of the Unit benefited thereby. Any HVAC equipment shall be installed and maintained so as not to cause disturbing noise or vibrations.

(n) The Owner of a Unit shall be responsible for maintaining such Unit and, subject to the provisions of Section 3.3 hereof, the Limited Common Elements appurtenant thereto, in good order and repair, at the expense of such owner. The cleaning and replacing of glass panes in any window serving such Unit shall be the responsibility of such Owner.

(o) The Owner of a Unit shall be responsible for the cleanliness of the Unit and any Limited Common Element serving such Unit, at the expense of such Unit Owner. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements, temporarily or otherwise, except in trash dumpsters, bins or chutes designated by the Executive Board. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters, bins or chutes designated by the Executive Board for collection or removed from the Condominium, in compliance with applicable federal, state and local laws, codes and ordinances including, without limitation, those concerning recycling.

(p) Unit Owners may not install window air-conditioners, exhaust fans or any other item which protrudes through any window serving the Unit, without the prior written approval of the Executive Board.

(q) The display or discharge of firearms and fireworks on the Common Elements or Limited Common Elements is prohibited, except for (1) the display of lawful firearms by law enforcement officers or licensed security personnel in the performance of their duties, and (2) the limited purpose of transporting unloaded, secured firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. For purposes hereof, "firearms" shall include, without limitation, so-called "BB guns", pellet guns and "tasers", and other firearms of all types, regardless of size, whether or not designed to utilize compressed air, carbon dioxide or gunpowder cartridges. The term "fireworks" shall include those items listed in 35 Pa.C.S. § 1271, as amended.

(r) This Article 8 shall not be construed to prevent or prohibit a Unit Owner from maintaining his or her personal professional library, keeping his or her personal business or professional records or accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his or her Unit.

(s) 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.

ARTICLE 9
MORTGAGES

9.1. In General. A Unit Owner may not voluntarily encumber or subject his, her or its Unit to any lien, other than the lien of a Posted Mortgage. Whether or not they expressly so state, all mortgages and the obligations secured thereby shall be deemed to provide, generally, that the 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 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, (b) 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 either of a distribution of such proceeds to the Owner of the Unit encumbered by such mortgage pursuant to §3312(g) of the Act or of other insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage, or (c) 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 repayable, 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 mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee so as to cause its mortgage to become a Posted Mortgage. Upon receipt of such notice of a Posted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Posted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Posted Mortgagee with a Certificate of Insurance showing that the Posted Mortgagee's name has been so added. The Secretary shall maintain a register of such Posted Mortgages, showing the names and addresses of the Posted Mortgagees.

ARTICLE 10
RIGHTS OF POSTED MORTGAGEES

10.1. Reports and Notices: Upon the specific written request of a Posted Mortgagee or its servicer, insurer or guarantor (all of which are deemed to be Posted Mortgagees for purposes of notices and rights to information when they have made such requests) to the Executive Board, the Posted Mortgagee shall be entitled to receive some or all of the following, as designated in the request:

(a) Copies of the current Declaration, Bylaws and Rules and Regulations and 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 encumbered by the Posted Mortgage;

(b) A financial statement of the Association which shall be prepared annually for the Association and distributed to the Unit Owners and available within one hundred twenty (120) days after the end of the fiscal year of the Association;

(c) Copies of notices of meetings of the Association and the right to designate a representative to attend such meetings;

(d) Notice of damage to or destruction of any Unit encumbered by a Posted Mortgage held by the requesting Posted Mortgagee or any material part of the Common Elements;

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(f) Notice of any default by the owner of the Unit which is encumbered by the Posted 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;

(g) The right to examine the books and records of the Association at any reasonable time;

(h) Any lapse, cancellation or material modification of any insurance policy required under this Declaration to be maintained by the Association; or

(i) Any proposed action or amendment that requires the consent of a specified percentage of Posted Mortgagees.

The request of a Posted Mortgagee or its servicer shall specify which of the above items it desires to receive, shall state the Identifying Number of the Unit on which it holds (or insures or guarantees) the Posted Mortgage, 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 Posted Mortgagee hereunder. The Executive Board may impose charges on Unit Owners for performing the services described in this Section 10.1. Failure to comply with the requirements of this Section 10.1 shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

10.2. Condemnation and Insurance Proceeds. In the event of a taking by condemnation or eminent domain, the provisions of the Act shall apply including, without limitation, §3107 of the Act. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Posted Mortgagee of a Unit pursuant to a Posted Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or taking of one or more Units and/or Common Elements.

10.3. FNMA and FHLMC Requirements. If one or more mortgages on the Units is held by FNMA or FHLMC and any action proposed by the Association requires the approval pursuant to the then-applicable regulations of FNMA or FHLMC of a specified percentage of Unit Owners or the holders of a specified percentage of Posted Mortgagees, or both, then such action shall not be taken until such requirement has been met.

ARTICLE 11
REAL ESTATE TAXES

11.1. Real Estate Taxes. It is understood that real estate taxes are to be separately assessed and taxed to each Unit Owner for his or her Unit and its corresponding Percentage Interest in the Common Elements, as provided in the Act. For the year in which this Declaration is first recorded, real estate taxes shall be apportioned between Declarant and each Unit Owner on a calendar year basis. In the event that real estate taxes for any year are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective Percentage Interest in the Common Elements, and, in said event, such taxes shall be a Common Expense. The Executive Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their proportionate share thereof.

ARTICLE 12
POWERS OF THE EXECUTIVE BOARD

12.1. Additional Powers. In addition to the powers set forth in the Act and elsewhere herein, the Executive Board shall have the following additional powers:

(a) To appoint committees of the Executive Board (which need not include any Board Members) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.

(b) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Executive Board deems fit, and to remove such manager or managing agent at any time. Any agreement with such manager or managing agent shall extend for not more than one (1) year and shall be terminable by either party to such agreement with or without cause and without payment of any termination fee, upon ninety (90) days (or such lesser time as may be specified in such agreement) prior written notice.

(c) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation,

repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

(d) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

(e) To expend funds for the maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner; provided that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance or repair.

(f) To establish user fees and charges with respect to the use of the recreation facilities and other amenities. Such charges shall be billed to the Unit Owner who, or whose guest, makes use of such facilities. Nothing herein contained shall require the establishment of user fees and charges with respect to all or anyone or more of such amenities. Use of all such amenities shall be subject to the Rules and Regulations of the Executive Board.

(g) To enter into leases of portions of the Common Elements with any person or entity to provide such services as health club operation, valet service and concierge service. All revenues from such leases shall be deposited in the General Common Expense fund.

(h) In the event that more than one Unit share a common utility meter (which is not submetered) or if a portion of the Common Elements and one or more Units share a common utility meter (which is not submetered), to determine the proper allocation of the cost of the utility service between or among the recipients of such utility service, which determination shall be conclusive and binding.

(i) In the event of any condemnation, to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with the condemning authority.

(j) To borrow money on the credit of the Association and, as security for any such borrowing, to assign the Association's rights to receive future income (including

assessments), and pursuant to §3318 of the Act to encumber or convey the Common Elements or any portion thereof.

(k) To grant permits, licenses and easements over the Common Elements subject to the limitations set forth in §3302(a)(9) of the Act.

(l) The Association's Executive Board, without need for any vote, consent or approval of the Association, is hereby authorized to assign and to reassign Common Elements and Limited Common Elements not previously assigned, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 3209 of the Act. Any Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Executive Board, without the need for any vote, consent or approval of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, as the case may be, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall become effective upon recording with the Recorder of Deeds Office of Allegheny County, Pennsylvania. For so long as the Declarant owns any Unit, an amendment to assign a Common Element, not previously assigned as a Limited Common Element, shall be executed by the officers of the Association upon request by the Declarant, without need for any vote, consent or approval of the Association or the Executive Board. The Executive Board has the right to approve or disapprove any such request made by any person other than the Declarant.

12.2. Disputes. Any disputes between or among (i) the Association (or any Unit Owner or Owners) and Declarant or any director, officer, partner, shareholder, member, employee, subcontractor or agent of Declarant, or (ii) between or among any Unit Owner or Owners and the Association, its Executive Board, or any officer or Executive Board member, in either case relating to this Declaration, the use or condition of the Property, and/or the design, construction and installation of any Building or other improvements located thereon or therein (either of which is henceforth called an "Association Claim" and shall not include disputes relating to liability for payment of assessments for Common Expenses), shall be subject to the following provisions:

(a) Notice: Any person or entity with an Association Claim (the "Claimant") shall notify the adverse party or parties (collectively, the "Adverse Party") in writing of the claim, which writing shall describe the nature of the claim and the proposed remedy (the "Claim Notice").

(b) Right to Inspect and Right to Corrective Action: Within a reasonable period after receipt by the Adverse Party of the Claim Notice, which period shall not exceed sixty (60) days, the Adverse Party and the Claimant shall meet at a mutually

acceptable place within the Property to discuss the claim. At such meeting or at such other mutually agreeable time, the Adverse Party and its representative shall have full access to the portion of the Property that is subject to the claim for the purposes of inspection thereof. The parties shall negotiate in good faith in an attempt to resolve the Claim. If the Adverse Party elects to take any corrective action to which the Claimant has consented, the Adverse Party and its representatives and agents shall be provided full access to the Property to take and complete such corrective action.

(c) Non-Binding Mediation:

(1) If the parties cannot fully resolve the Association Claim pursuant to the procedures described in Section 12.2(b) above, the unresolved portion of the Association Claim shall be submitted to non-binding mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other entity offering mediation services that is acceptable to the parties. No person shall serve as a mediator in any dispute in which such person has any financial or personal interest in the result of the mediation, except with the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

(2) Within ten (10) days after the selection of the mediator, each party (other than Declarant or any director, officer, partner, shareholder, member, employee, subcontractor or agent of Declarant, if such Person(s) are parties to the dispute) shall submit a brief memorandum setting forth its position with regard to the issue or issues to be resolved. If Declarant or any director, officer, partner, shareholder, member, employee, subcontractor or agent of Declarant is a party to such dispute, then within five (5) days after the submission of such memorandum by all other parties, Declarant or any director, officer, partner, shareholder, member, employee, subcontractor or agent of Declarant who is a party shall submit a brief memorandum setting forth its position with regard to the issue or issues to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall commence within ten (10) days following the submittal of all such memoranda and shall conclude within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in Allegheny County, Pennsylvania or at such other place as is mutually acceptable to the parties.

(3) The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral or written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, if the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

(4) Prior to the commencement of the mediation session, the mediator and all parties to the mediation shall execute an agreement for the purpose of excluding the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including (but not limited to) court proceedings or arbitration hearings. Such agreement shall provide that evidence of anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. No document (or copy thereof) prepared for the purpose of, or in the course of, or pursuant to, the mediation shall be admissible in evidence unless such document states otherwise; and disclosure of any such document may not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

(5) Persons other than the parties, their representatives and the mediator may attend mediation sessions only with the permission of all parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in such capacity shall be kept strictly confidential and shall be returned to the party from whom they were received upon conclusion of the mediation. There shall be no stenographic record of the mediation process.

(6) The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the expenses of any witnesses, or the cost of any proofs or expert advice, produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

(d) Judicial Reference: If the parties cannot fully resolve the Association Claim pursuant to the procedures described in the foregoing subsections of this Section 12.2 then any party may bring an action in any court of competent jurisdiction to resolve the dispute.

(e) General. Notwithstanding any other provision herein to the contrary, in any dispute with respect to an Association Claim, each party shall bear its own attorneys' fees. Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle an Association Claim shall be considered communications undertaken in the course of effecting a settlement or compromise and as such shall not be admissible as the admission on the part of any party or any representative or agent of that party to be utilized for any such purpose in any action or proceeding. Nothing in this Section 12.2 shall be considered to reduce, extend or toll any applicable statute of limitations or statute of repose.

ARTICLE 13
COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

13.1. Annual Assessments: All regular Common Expense assessments made in order to meet the requirements of the Association's annual budgets shall be adopted and assessed on an annual basis payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly installments, in advance, on the first day of each month, as determined by the Executive Board. The Association, acting through the Executive Board in accordance with the Bylaws, has the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the General Common Expenses. The Executive Board shall establish one or more separate accounts into which will be deposited all Assessments. If the budget adopted by the Executive Board proves to be insufficient to cover the actual General Common Expenses for the related fiscal year, the Executive Board has the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner. Insurance costs of the Association shall be assessed as part of General Common Expenses. Each Unit Owner, by acceptance of a deed for a Unit, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with its Percentage Interest: (i) Assessments for Common Expenses, and (ii) Special Assessments. Each such Assessment, together with interest, costs and reasonable attorney's fees (if the Assessment is not timely paid), will be the personal obligation of the person who was the Unit Owner of the Unit at the time when the Assessment fell due, and if the Assessment remains unpaid, the entire outstanding balance of the Assessment will become effective as a lien against the Unit from the due date of the delinquent installment pursuant to section 3315 of the Act.

13.2. 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 and that have not been reduced to liens against a Unit at the time of recordation of a Posted Mortgage, shall be subordinate to the lien of a Posted Mortgage on a Unit.

13.3. Reserves: Commencing not later than the first day of the calendar month during which the Common Expense assessments begin, the Association shall establish accounts to create, through monthly assessments over a reasonable period of time, and thereafter to maintain an adequate reserve fund for maintenance, repair and replacement of the Common Elements that are anticipated to require replacement, repair or maintenance on a periodic basis and to cover deductible amounts in property insurance policies. The reserve funds shall be funded by monthly payments as part of General Common Expenses. Each annual budget for General Common Expenses shall include amounts reasonably considered by the Executive Board to be sufficient as reserves for maintenance, repairs, replacements and contingencies. Extraordinary expenditures not originally included in the annual budget which may become necessary during any year may, at the discretion of the Executive Board, be charged against such reserves. In addition, the Executive Board shall have the right to

segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

At the closing for the initial transfer of title from the Declarant to a non-Declarant purchaser of each Unit, the Association shall collect from such purchasers an amount equal to two (2) months (calculated pursuant to the then-current Association budget) installments of estimated Common Expenses assessed against the Unit transferred, which monies shall be deposited into an initial working capital fund under control of the Association. At the time of transfer of control of the Association by Declarant pursuant to Section 17.1(b), Declarant shall pay such sums attributable to unsold Units to the Association (which shall deposit such funds in a segregated account) and thereafter the Declarant shall be reimbursed by purchasers of such Units when unsold Units are sold. While Declarant controls the Association, it cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs or to make up any budget deficits. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his or her Unit or otherwise. Such payments do not constitute advance payments of regular assessments.

13.4. Accounting: On or before the first (1st) day of May of each calendar year commencing with calendar year 2012, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and any income from other sources and showing the net excess or deficit of income over expenditures plus reserves.

13.5. Acceleration: If a Unit Owner is in default in the payment of the aforesaid charges or monthly installments of assessments for at least sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other charges and monthly installments of assessments to become due for the next twelve (12) months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget is in effect for the following year; provided, however, a foreclosing Posted Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

13.6. Collection Charges: 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 assessments 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 assessments and shall be collectible as such, subject to Section 13.2 above.

13.7. Surplus: Surplus shall be credited and applied as provided in §3313 of the Act.

ARTICLE 14
LEASING

14.1 Generally. The Unit Owners desire to maintain the quality and residential character of the Property and the value of their Units. The provisions of this Article 14 are intended to help achieve this purpose. A Unit Owner desiring to lease or sublease his or her Residential Unit may do so only if the Unit Owner has applied for and received from the Executive Board a permit ("Leasing Permit"). Upon issuance of a Leasing Permit, the Unit Owner may lease his or her Residential Unit (but not less than his or her entire Residential Unit) provided that such leasing shall be in strict accordance with the terms and conditions of this Article 14 and the Rules and Regulations of the Executive Board. All Leasing Permits shall be valid only as to the particular Unit Owner and Residential Unit for which they are issued and shall not be transferable between Unit Owners or Residential Units. A Leasing Permit shall be automatically revoked without notice upon the occurrence of any of the following: (1) the sale or transfer of the Residential Unit to a third party (excluding sales or transfers to an Owner's spouse, cohabitant or a corporation, partnership, company or other legal entity in which such Owner is a principal); (2) the failure of the Unit Owner to lease the Residential Unit within one hundred eighty (180) days after the date of issuance of the Leasing Permit; (3) the failure of the Unit Owner to lease the Residential Unit for any period of one hundred eighty (180) days thereafter. A Leasing Permit shall not be required for the leasing of any Unit owned by Declarant or for the leasing of the Commercial Units.

14.2. Restrictions. All leases and subleases of Residential Units other than those Units owned and leased by Declarant and the Commercial Units, which are not subject to this restriction, shall strictly comply with the following requirements: (1) no Residential Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than six (6) months without option for early termination except for default; (2) no Residential Unit may be leased or subleased without a written lease or sublease; (3) Unit Owners shall be fully and completely responsible for the acts of their lessees; (4) the rights of any lessee or sublessee of the Residential Unit shall be subject to, each such lessee or sublessee shall be bound by, and the Association may enforce against the lessee or sublessee, the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and Rules and Regulations; and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Residential Unit to pay Common Expense assessments on behalf of the Owner of that Residential Unit; (5) no further subleasing shall be permitted and any purported sublease will be null and void and of no force and effect; (6) no Residential Unit may be leased except to natural persons (not entities); (7) the lease shall provide for rent to be paid on a monthly basis only, shall prohibit pre-payment of rent in excess of one (1) month and shall require a security deposit of at least one (1) month's rent; (8) no leased Residential Unit may be occupied by anyone other than the lessee named in the lease, his or her spouse, natural or adopted children or parents as specified in the lease. If a Residential Unit is leased to two adults who are not married, both names

must appear on the lease as lessees and no one may occupy the Residential Unit except for those two people and their natural or adopted children or parents as specified in the lease; (9) no leased Residential Unit may be occupied as a residence by more than the number of persons equal to twice the number of bedrooms located in the Unit (which shall not include a child under the age of one years old); (10) a copy of the complete proposed lease shall be submitted to the Executive Board at least ten (10) days prior to the initial term of the lease for written approval of the Executive Board as complying with the requirements of this Article 15; (11) a counterpart executed original copy of the complete lease and the lessee's telephone number shall be furnished to the Executive Board within five (5) days after execution thereof and the Unit Owner shall advise the Executive Board in writing of any change in the status of the leased Residential Unit; and (12) if any Unit Owner/lessor or lessee is in violation of any of the provisions of the lease, this Declaration or the Condominium Rules and Regulations, the Association may bring an action in its own name or in the name of the Unit Owner/lessor, or both, to have the lessee evicted or to recover damages, or both. If the court finds that the lessee is in violation or has violated any of the provisions of this Declaration or the Condominium Rules and Regulations, the court may find the lessee guilty of forcible detainer despite the facts that the Unit Owner is not a party to the action and/or that the lessee is not otherwise in violation of the lease or other rental agreements with the Unit Owner. For purposes of granting the eviction against the lessee, the court may consider the Unit Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (i.e., for the benefit of the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the Association may recover all of its costs, including court costs and reasonable attorney's fees, and these costs and/or damages shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns. The Association shall give the lessee and the Unit Owner written notice of the nature of the violation, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction or damages unless the violation is such that its continuance poses an immediate danger to Unit Owners or the Property, in which event the Association may immediately commence action for eviction or such other remedy as it deems appropriate.

14.3. Direct Enforcement. The Association, for the benefit of the Association and every other Unit Owner, shall have the rights of enforcement of any lease directly against the lessee(s) including, without limitation, the right to terminate any lease by reason of violation of the provision of the lease, this Declaration or the Rules and Regulations and to then, at the option of the Association, evict the lessee from the Residential Unit without liability to the Unit Owner/lessor. All Unit Owners agree to be bound by the foregoing for the common good of all Unit Owners notwithstanding the fact that some financial loss may be suffered by the Owners of the affected Unit by reason thereof.

14.4. Violations. All Unit Owners are subject to fines and assessments which shall constitute liens against their Units due to the violation of the requirements in this Declaration or the Condominium Rules and Regulations by their lessee(s).

14.5. Applicability. This Article 14 shall not apply to any leasing transaction entered into by Declarant, the Association, a Posted Mortgagee that is either in possession or is a purchaser at judicial sale of a Unit or with respect to the leasing of the Commercial Units. Such parties shall be permitted to lease a Unit without first obtaining a Leasing Permit.

ARTICLE 15 INSURANCE; RELEASES; RESTORATION

15.1. Generally: The Association shall acquire (if and to the extent available at a commercially reasonable cost) and pay for insurance that complies with the following requirements as well as those of the Act; provided, however, that if and to the extent that any type of or scope of insurance coverage specified in this Section 15.1 is not available or is not available at a commercially reasonable cost, the Association shall endeavor to obtain insurance coverage that provides protection that is as comparable to the specified insurance as is then available at a commercially reasonable cost.

(a) Such insurance as the Executive Board deems advisable in the operation, and for the protection, of the Common Elements and, except as set forth in subparagraph (g) below, the Units. By way of illustration and not limitation, if any part of the improvements within the Property is located in a special flood hazard area, the Association shall maintain a "master" or "blanket" policy of flood insurance, the premiums for which shall be paid as Common Expenses. The amount of flood insurance shall be equal to the lesser of 100% of the insurable value of the improvements that are located in such special flood hazard area or the maximum coverage available under the appropriate National Flood Insurance Administration program (or any successor thereto). The maximum deductible amount for such policy shall be the lesser of \$5,000 or one percent (1%) of the policy face amount.

(b) The amount of property insurance obtained pursuant to the Act shall be equal to the full insurable replacement cost of the insured property (excluding land, foundations, excavations or other items that are usually excluded from coverage), without deduction for depreciation. Full insurable replacement cost coverage is to be assured by either (i) a guaranteed replacement cost endorsement (pursuant to which the insurer agrees to replace the insurable property regardless of the cost) and an agreed amount endorsement (which waives the requirement for coinsurance) if a coinsurance clause is included, or (ii) a replacement cost endorsement (pursuant to which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more) and an agreed amount endorsement if a coinsurance clause is included. It shall insure at least against all risks of direct physical loss commonly insured against and covered by the standard "all risk" or "special form - risk of direct physical loss" endorsement, if available, such other risks as FNMA, FHLMC, the

Federal Housing Administration or the Veterans Administration (or their respective successors) may require by reason of their holding one or more Posted Mortgages and such other risks as the Executive Board may determine. If an "all risk" or "special form" endorsement is not available, a "broad form" policy shall be obtained. Such insurance policy(ies) may, at the option of the Executive Board, contain a "deductible" provision in an amount determined by the Executive Board but not to exceed (unless a higher amount is required by Pennsylvania law) the lesser of the maximum sum permitted by the then applicable regulations of FNMA or FHLMC (or their successors), \$10,000 or one percent (1%) of the policy face amount. Property insurance policies shall also include (if available): (i) an inflation guard endorsement, (ii) a building ordinance or law endorsement (providing for contingent liability from operation of building laws, demolition costs and increased cost of reconstruction) if enforcement of any building, zoning or land use law will result in loss or damage, increased cost of repairs or reconstruction or additional demolition or removal costs, and (iii) steam boiler and machinery coverage endorsement if the Building has central heating or cooling, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000 (as revised from time to time by the Executive Board consistent with what is done from time to time in the prudent management of similar buildings located in downtown Pittsburgh and consistent with the then current requirements of FNMA and FHLMC or their successors) or the insurable value of the Building as determined pursuant to subparagraph (f) hereof. Policies shall contain standard mortgage clauses or endorsements naming either specifically or generically the Posted Mortgagees or their servicers followed by "its or their successors and assigns." Property insurance shall be written by carriers (or reinsured by companies) that at least meet the requirements for a Best's rating of A- or such other minimum requirement as may be acceptable to the Executive Board from time to time.

(c) Each Unit Owner, the Association and the Executive Board hereby waives and releases any and all claims which he or it or they may have against any other Unit Owner, the Association, the Executive Board and members thereof, Declarant and their respective employees and agents, and each of their respective heirs, representatives, successors and assigns, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.

(f) If the Association fails within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, the holder of any Posted Mortgage may initiate such claim on behalf of the Association. The Executive Board shall, from time to time and at such times as it shall deem appropriate, cause an appraisal of the Property to be made for the purpose of determining the current full insurable replacement value of the insured property, without considering depreciation, and the Executive Board shall change the amount of hazard insurance on the Property to the amount of the then current full insurable replacement value of the Property as established by such appraisal.

(g) The Association's property insurance will insure the Common Elements, including all structural components of the Building and all equipment and fixtures located outside of the individual Units, and all personal property of the Association. Each Unit Owner shall be responsible for insuring all interior portions of the Units, including all improvements, fixtures, equipment and other personal property within the Unit.

(h) Commercial general liability and commercial property damage insurance as required by the Act shall be in such limits as the Executive Board shall deem desirable, provided that such limit shall not be less than \$1,000,000 per occurrence, for bodily injury and/or property damage or \$2,000,000 in the aggregate, insuring the Association, the Executive Board members, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property or any part thereof. The policy shall cover bodily injury and property damage that results from the operation, maintenance, or use of the Common Elements, and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, it must include a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of (or on behalf of) the Association or of other Unit Owners. Any and all insurance required to be carried by the Association either by the Executive Board or the Act may be carried under a blanket policy covering the Condominium.

(i) The Association may obtain such other forms of insurance as the Executive Board shall elect to effect including Executive Board members' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

(j) The Association shall obtain blanket liability insurance to protect against dishonest acts on the part of the Executive Board members, officers, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such insurance shall name the Association as the insured and shall be in such amount as the Executive Board deems appropriate, but not less than the greater of the Executive Board's estimate of (i) the maximum amount of funds that will be in the custody of the Association or its agents at any time, or (ii) the sum of three (3) months' Common Expense assessments against all Units, plus the amount of the Association's reserve funds. Such insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or such endorsement or provision as shall accomplish the same result. Any managing agent shall be required to carry its own insurance with the same coverage as set forth above.

(k) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, fees and expenses of the Insurance Trustee (as hereinafter defined), if any, and the cost of any appraisal which

the Executive Board deems advisable in connection with any insurance, shall be Common Expenses.

(l) The Association shall use reasonable efforts to secure policies providing that they cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners or any officer or employee of the Association or managing agent, if any, without a prior demand in writing that the Association or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same. The Association's policies shall provide that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss. Each policy must require the insurer to notify in writing the Association, any Insurance Trustee and each mortgagee named in a mortgagee clause at least ten (10) days before such insurer cancels or substantially changes coverage.

(m) If and to the extent that insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his or her personal liability is not maintained by the Association, such coverage shall be the responsibility of each such Unit Owner.

(n) All physical damage insurance policies purchased by the Association shall be for the benefit of and name as insured the Association for the use and benefit of the Unit Owners and their Posted Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed \$250,000, then all such proceeds shall be paid in trust to such lending institution in the metropolitan Pittsburgh area with trust powers as may be designated by the Association (which trustee is herein referred to as the "Insurance Trustee") and the policy loss payable provision shall provide that such proceeds are payable to the Insurance Trustee as trustee for each Unit Owner and each Unit's mortgagees. If such proceeds do not exceed \$250,000, then the policy loss payable provision shall provide that all such proceeds shall be paid to the Association to be applied pursuant to the Act as trustee for each Unit Owner and each Unit's mortgagee(s). If proceeds are payable to the Insurance Trustee, the Association shall enter into an Insurance Trust Agreement with the Insurance Trustee which may provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form of contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies or for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration and the Act, for the benefit of the insureds and their beneficiaries thereunder.

15.2. Repairs and Reconstruction After Fire or Other Casualty.

(a) When Repair and Reconstruction are Required. Except as otherwise provided in subparagraph (d) of this Section 15.2, in the event of damage to or destruction of the Building or any part thereof as a result of fire or other casualty, the Association, under the direction of the Insurance Trustee if an Insurance Trustee is

required, shall arrange for and supervise the prompt repair and restoration of the Building as required by the Act.

(b) Procedure for Reconstruction and Repair.

(i) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building, the Executive Board shall obtain reliable and reasonably detailed estimates of the cost of repairing and restoring the Building as required by the Act to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Executive Board or Insurance Trustee (if any) determines to be necessary.

(ii) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense (and/or Limited Expense) and special monthly assessments therefor shall be levied. The funds shall be paid out of the General Common Expense fund, one or more of the Limited Expense funds, or both, depending on whether or not the source of the shortfall can be properly determined, in the opinion of the Executive Board. If such source cannot be so determined, then the shortfall shall be allocated among the funds referred to above in proportion to the relative costs of restoration in each of the categories. Costs of restoration of a Unit to the extent required to be done by the Association shall be paid out of the General Common Expense Fund unless the shortfall is due to failure of the Unit Owner to notify the Association of improvements made to his Unit, in which event the shortfall so caused shall be assessed against the particular Unit Owner. Unit Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense or Limited Expense or both, as may be assessed to them. The Association shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage, and in proportion to the respective costs of restoring such damage (but excluding any improvements to the interior of any Unit). Each Unit Owner shall personally assume the expense of restoring any improvements to the interior of his or her Unit.

(iii) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the construction of the Property as it existed immediately prior to the casualty.

(c) Disbursements of Construction Funds.

(i) Construction Fund and Disbursement. The proceeds of insurance collected on account of a casualty, and the sums received by the Association or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(A) If the estimated cost of reconstruction and repair is less than \$250,000, then the construction fund shall be disbursed in payment of such costs upon order of the Executive Board.

(B) If the estimated cost of reconstruction and repair is \$250,000, or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Pennsylvania and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no outstanding indebtedness other than as disclosed in such certificate known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested, taking into account any retainage.

(ii) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be used first to reimburse Unit Owners for sums paid to cover shortfalls under subparagraph 15.2(b)(ii) above in proportion to the sums so paid until full reimbursement, and any remaining balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

(iii) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (a) whether the damaged Property is required to be reconstructed and repaired; (b) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (c) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

(d) When Reconstruction Is Not Required. In the event of insubstantial damage to the Common Elements and if the Association shall elect not to repair the same or in the event there is to be no repair or replacement pursuant to §3312(g) of the Act, then in either such event any insurance proceeds received on account of such damage shall be expended and/or distributed in accordance with §3312 of the Act. If the Condominium shall be terminated pursuant to §3220 of the Act, the provisions of §3220 of the Act shall apply.

ARTICLE 16
LIMITATION OF LIABILITY

16.1. Standard of Conduct.

(a) In the performance of their duties, the officers and members of the Executive Board shall perform their duties, including duties as members of any committee of the Executive Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

16.2. Good Faith Reliance. In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including annual statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

For purposes hereof, no knowledge shall be imputed to any such Executive Board member, director, officer or committee member from any source whatsoever; rather, only the actual knowledge (meaning the present conscious awareness) of the Executive Board member, director, officer or committee member shall be taken into account.

16.3. Limited Liability.

(a) No Executive Board member, officer, director or committee member shall be liable for any action or inaction in connection with the performance of his or her duties as such, negligent or otherwise, or for injury or damage caused by any such Executive Board member, officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misconduct or recklessness. The Executive Board members, officers, directors and committee members shall have no liability whatsoever with respect to any contract or commitment made by them, in good faith, on behalf of the Association (except to the extent that such Executive Board members, officers, directors and committee members may also be members of the Association).

(b) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member, officer, director or committee member in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member, officer, director or committee member, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

(c) To the extent permitted under Pennsylvania law, the Association shall indemnify every Executive Board member, officer, director and committee member (including Executive Board members, directors, officers and committee members appointed by Declarant during the period of Declarant control) against any and all costs, losses, damages, judgments and expenses, including attorney's fees, reasonably incurred by or imposed upon such Executive Board member, officer, director or committee member in connection with any claim, action, suit, or other proceeding (including settlement of any such action, suit or proceeding, if approved by the then Board of Directors) to which he or she may be made a party in connection with the performance of his or her duties or by reason of being or having been an Executive Board member, officer, director or committee member, whether or not such person is an Executive Board member, officer, director or committee member at the time such expenses are incurred. Without limitation of the foregoing, the Association shall indemnify and forever hold each such Executive Board member, officer, director or committee member free and harmless against any and all liability to others on account of any contract or commitment made by them, in good faith, on behalf of the Association. The indemnification by the Unit Owners set forth in this subparagraph (c) 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. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Executive Board member, officer, director or committee member or former Executive Board member, officer, director or committee member may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

(d) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member, director, officer or committee member in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member, director, officer or committee member, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

(e) The Executive Board shall obtain adequate general liability and, if obtainable, officers' and directors' liability insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in subparagraph (c) above.

ARTICLE 17
DECLARANT'S RIGHTS

17.1. Control:

(a) Until the 60th day after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove, with or without cause, any and all officers and members of the Executive Board. Not later than such 60th day, one (i.e., 33.3%) of the three (3) members of the Executive Board shall be elected by Unit Owners other than Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) 180 days after seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three (3) member Executive Board.

ARTICLE 18
TIME SHARES

18.1. Limitation. No Units may be owned in time-share estates.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the day and year first above written.

PENN AVE RENAISSANCE II LP, a
Pennsylvania limited partnership

By: Penn Ave Renaissance Management
LLC, a Pennsylvania limited liability
company, its sole general partner

By: TALC
Name: TODD PALCIC
Title: AUTHORIZED SIGNATORY

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 14th day of November, 2012, before me, a Notary Public, the undersigned officer, personally appeared Todd Palcic, who acknowledged himself to be the ~~Authorized Signatory~~ of **PENN AVE RENAISSANCE MANAGEMENT LLC**, a Pennsylvania limited liability company and the sole General Partner of **PENN AVE RENAISSANCE II LP**, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of and as such officer of **PENN AVE RENAISSANCE MANAGEMENT LLC**, on behalf of and as the sole General Partner of **PENN AVE RENAISSANCE II LP**.

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

Christie M. Salimbene
Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christie M. Salimbene, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires March 25, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the 2nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to-wit:

BEGINNING at the Southeasterly corner of Fifth Avenue and Penn Avenue; thence in an Easterly direction along the Southerly side of Penn Avenue 31.31 feet, more or less, to the Westerly line of property now or late of Jackman; thence in a Southerly direction along said property line 112.5 feet, more or less, to a private alley formerly known as Exchange Way, now known as Symphony Lane (vacated December 31, 1983 by resolution #1176) thence in a Westerly direction along Symphony Lane, 31.31 feet, more or less, to the Easterly side of Fifth Avenue; and thence along Fifth Avenue 112.5 feet, more or less, to the Southerly side of Penn Avenue, the place of beginning.

SUBJECT to encroachment by party wall onto Fifth Avenue as shown by survey of Blum, Weldin & Co. dated January 1940, Drawing #6557-B and recited in deed from Maurice Parker and Hilda Parker, his wife; and Morris M. Berger and Dorothy J. Berger, his wife; and Maurice Parker, Trustee under Deed of Trust from Israel Parker, dated August 14, 1963 and recorded August 16, 1963 in Deed Book Volume 4082, Page 137.

SUBJECT to party walls and the rights of adjoining owners therein.

ALSO DESCRIBED AS:

ALL that certain lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows:

BEGINNING at the Southeasterly corner of Fifth Avenue and Penn Avenue; thence in an Easterly direction along the Southerly side of Penn Avenue, North 73° 10' 30" East, a distance of 30.90 feet to the Westerly line of property now or formerly of Stabile & Associates (Deed Book 7459 page 428); thence along said property line South 16° 45' 30" East, a distance of 112.68 feet to Charette Way, a 15 foot alley; thence in a Westerly direction along Charette Way, South 73° 12' 00" West, a distance of 30.90 feet to the Easterly line of Fifth Avenue; thence along the said Easterly line of Fifth Avenue, North 16° 45' 30" West, a distance of 112.67 feet to the Southerly side of Penn Avenue, the place of beginning.

THE above legal description is taken from the Plan of Property prepared by David M. Shannon, R.P.L.S. of CM Services, dated March 30, 2011.

899758.1

DESIGNATED as Block and Lot 1-D-23 in the Deed Registry Office of Allegheny County, Pennsylvania.

HAVING erected thereon a building being known and numbered as 524 Penn Avenue, Pittsburgh, Pennsylvania 15222.

EXHIBIT "B"**PERCENTAGE INTERESTS**

<u>Unit* Identifying Number:</u>	<u>Square Feet:</u>	<u>Percentage Interests:</u>
Commercial Unit #1	938 square feet	4.53%
Commercial Unit #2	1,917 square feet	9.26%
Residential Unit #2A	1,430 square feet	6.91%
Residential Unit #2B	1,044 square feet	5.05%
Residential Unit #3A	815 square feet	3.94%
Residential Unit #3B	801 square feet	3.87%
Residential Unit #3C	850 square feet	4.11%
Residential Unit #4A	822 square feet	3.97%
Residential Unit #4B	801 square feet	3.87%
Residential Unit #4C	844 square feet	4.08%
Residential Unit #5A	1,442 square feet	6.97%
Residential Unit #5B	1,081 square feet	5.23%
Residential Unit #6A	838 square feet	4.05%
Residential Unit #6B	806 square feet	3.90%
Residential Unit #6C	868 square feet	4.20%
Residential Unit #7A	1,317 square feet	6.37%
Residential Unit #7B	1,204 square feet	5.82%
Residential Unit #8A	2,868 square feet	13.87%
	<hr/> 20,686 total square feet	

* Units are identified as Lofts in the recorded Plats and Plan of One 5th Ave.

EXHIBIT "C"

EASEMENTS, RIGHTS AND APPURTENANCES

1. Easements or servitudes which are unrecorded or are apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
2. Terms and conditions of any unrecorded leases or rights of parties in possession of any portion of the land.
3. Possible additional assessments for taxes, either prospective or retroactive, for new construction or for any major improvements, made pursuant to provisions of Acts of Assembly relating thereto.
4. Any reservations, restrictions, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured owner.
5. Town, County, and School taxes and water and sewer rents for the current year.
6. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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.
8. Rights of adjoining owners in party walls.
9. Unrecorded leases from B & G Foods, Inc., dated December 7, 1948 and May 14, 1953, but are recited in assignment of lessors interest.
10. Unrecorded lease to Yellow Cab Co., dated November 30, 1951, but are recited in assignment of lessors interest.
11. Declaration of Taking by the City of Pittsburgh vs Mayflower Corporation, et al., recorded May 6, 1969 in Deed Book Volume 4697 page 601 and No. 1083 April Term 1969 in the Court of Common Pleas of Allegheny County.
12. Encroachment of building and canopies, as set forth on Plan of Property prepared by David M. Shannon, R.P.L.S. of CM Services, dated March 30, 2011.



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

Instrument Number: 2012-32134

BK-DE VL-15085 PG-426

Recorded On: December 04, 2012 As-Deed Agreement

Parties: ONE 5TH AVE CONDO

To PENN AVE RENAISSANCE II L P

of Pages: 9

Comment: DEC OF CONDO

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

Deed Agreement 86.50
 Pages > 4 4
 Names > 4 0
 Total: 86.50

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified On/By-> 12-04-2012 / B K
 CONDO DECLARATION

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

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

File Information:

Record and Return To:

Document Number: 2012-32134
 Receipt Number: 2242901
 Recorded Date/Time: December 04, 2012 04:25:33P
 Book-Vol/Pg: BK-DE VL-15085 PG-426
 User / Station: B McAdams - Cash Super 06

MEYER UNKOVIC & SCOTT
 WILL CALL
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
 Rich Fitzgerald, County Executive

AMENDMENT
to
DECLARATION OF CONDOMINIUM
for
ONE 5th AVE. CONDOMINIUM

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ONE 5th AVE. CONDOMINIUM (this "Amendment") is made as of the 24th day of November, 2012, by **PENN AVE RENAISSANCE II LP**, a Pennsylvania limited partnership ("Declarant"), as joined by **SIKHA MANDAL**, as the owner of Unit 4B ("Mandal"), as follows:

WITNESSETH:

WHEREAS, by Declaration of Condominium dated as of November 14, 2012 and recorded with the Department of Real Estate of Allegheny County, Pennsylvania (the "Department of Real Estate") at Deed Book Volume 15068, page 539 (the "Declaration"), Declarant submitted certain real property more particularly described on Exhibit "A" thereto (the "Property") and located in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq. (the "Act"), and thereby created with respect to the Property a condominium known as "One 5th Ave. Condominium" (the "Condominium"); and

WHEREAS, the Plats and Plans for the Condominium are of record in the Recorder's Office at Plan Book Volume 275, page 116 (collectively, the "Plats"); and

WHEREAS, defined terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Declaration; and

WHEREAS, the Condominium consists of sixteen (16) Residential Units and two (2) Commercial Units; and

WHEREAS, Declarant is the fee owner of fifteen (15) Residential Units and two (2) Commercial Units as of the date hereof; and

WHEREAS, Mandal is the fee owner of one (1) Residential Unit as of the date hereof; and

WHEREAS, pursuant to Section 3219(f) of the Act (68 Pa. C.S.A. § 3219) Declarant desires to amend and supplement certain of the terms and conditions of the Declaration and the Plats and Plans to be recorded contemporaneously herewith in the Recorder's Office.

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended as follows:

1. Preambles; Capitalized Terms. The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given those terms in the Declaration.

2. Percentage Interest. Exhibit "B" of the Declaration is hereby deleted in its entirety and the Exhibit "B" attached hereto and made a part hereof is substituted in lieu thereof.

3. Plats. Section 2.2 of the Declaration is hereby modified and amended by deleting the definition of "Plats and Plans" set forth therein and by substituting the following in lieu thereof:

j. "Plats and Plans" means those certain Amended and Restated Plats and Plans dated as of December 4, 2012 and to be recorded with the Department of Real Estate of Allegheny County, Pennsylvania, contemporaneously with the recording of the Amendment to Declaration of Condominium of One 5th Ave. Condominium, as the same may be amended from time to time.

4. Effective Date; Severability. This Amendment shall become effective when it has been recorded. In the event that any provision of this Amendment 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 herein. In the event of any conflict between this Amendment and the Act, the Act shall control except in those instance where the Act by its terms permits variations. Except as amended hereby, the Declaration remains in full force and effect and neither the Declaration nor this Amendment may be otherwise modified or amended except in writing and in accordance with the terms of the Act.

5. Consent. Declarant, as the fee owner of fifteen (15) Residential Units and two (2) Commercial Units in the Condominium as of the date hereof and Mandal, as the fee owner of one (1) Residential Unit in the Condominium as of the date hereof, and together being the owners of all of the Units in the Condominium, hereby consent and agree to this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

ACKNOWLEDGEMENT AND CONSENT OF OWNER

The undersigned, in her capacity as the owner of Unit 4B, hereby joins in this Amendment to evidence her consent to the terms thereof. The undersigned represents, warrants, and covenants to Declarant and to any other party joining in this Amendment that it is duly authorized to join in this Amendment and that it is not required to obtain the consent of any mortgage lender or other third party in order to join in this Amendment or to make the Amendment valid, binding, and enforceable against the undersigned as the owner of Unit 4B.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgement and Consent of Owner as of the date set forth below, intending to be legally bound hereby.

WITNESS:

Rekha
REKHA NAIR

Sikha mandal
Sikha Mandal

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

ON THIS, the 29 day of NOVEMBER, 2012, before me, a Notary Public, the undersigned officer, personally appeared Sikha Mandal, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

[Signature]
Notary Public

MY COMMISSION EXPIRES:

1-28-2013



JEFFREY ANDREWS
Notary Public, State of Ohio
My Commission Expires Jan. 28, 2013

EXHIBIT "A"

LEGAL DESCRIPTION

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BEGINNING at the Southeasterly corner of Fifth Avenue and Penn Avenue; thence in an Easterly direction along the Southerly side of Penn Avenue 31.31 feet, more or less, to the Westerly line of property now or late of Jackman; thence in a Southerly direction along said property line 112.5 feet, more or less, to a private alley formerly known as Exchange Way, now known as Symphony Lane (vacated December 31, 1983 by resolution #1176) thence in a Westerly direction along Symphony Lane, 31.31 feet, more or less, to the Easterly side of Fifth Avenue; and thence along Fifth Avenue 112.5 feet, more or less, to the Southerly side of Penn Avenue, the place of beginning.

SUBJECT to encroachment by party wall onto Fifth Avenue as shown by survey of Blum, Weldin & Co. dated January 1940, Drawing #6557-B and recited in deed from Maurice Parker and Hilda Parker, his wife; and Morris M. Berger and Dorothy J. Berger, his wife; and Maurice Parker, Trustee under Deed of Trust from Israel Parker, dated August 14, 1963 and recorded August 16, 1963 in Deed Book Volume 4082, Page 137.

SUBJECT to party walls and the rights of adjoining owners therein.

ALSO DESCRIBED AS:

ALL that certain lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows:

BEGINNING at the Southeasterly corner of Fifth Avenue and Penn Avenue; thence in an Easterly direction along the Southerly side of Penn Avenue, North 73° 10' 30" East, a distance of 30.90 feet to the Westerly line of property now or formerly of Stabile & Associates (Deed Book 7459 page 428); thence along said property line South 16° 45' 30" East, a distance of 112.68 feet to Charette Way, a 15 foot alley; thence in a Westerly direction along Charette Way, South 73° 12' 00" West, a distance of 30.90 feet to the Easterly line of Fifth Avenue; thence along the said Easterly line of Fifth Avenue, North 16° 45' 30" West, a distance of 112.67 feet to the Southerly side of Penn Avenue, the place of beginning.

THE above legal description is taken from the Plan of Property prepared by David M. Shannon, R.P.L.S. of CM Services, dated March 30, 2011.

899758.1

DESIGNATED as Block and Lot 1-D-23 in the Deed Registry Office of Allegheny County, Pennsylvania.

HAVING erected thereon a building being known and numbered as 524 Penn Avenue, Pittsburgh, Pennsylvania 15222.

EXHIBIT "B"**PERCENTAGE INTERESTS**

<u>Unit* Identifying Number:</u>	<u>Square Feet:</u>	<u>Percentage Interests:</u>
Commercial Unit #1	938 square feet	4.43%
Commercial Unit #2	2,385 square feet	11.27%
Residential Unit #2A	1,430 square feet	6.76%
Residential Unit #2B	1,044 square feet	4.94%
Residential Unit #3A	815 square feet	3.85%
Residential Unit #3B	801 square feet	3.79%
Residential Unit #3C	850 square feet	4.02%
Residential Unit #4A	822 square feet	3.89%
Residential Unit #4B	801 square feet	3.79%
Residential Unit #4C	844 square feet	3.99%
Residential Unit #5A	1,442 square feet	6.82%
Residential Unit #5B	1,081 square feet	5.11%
Residential Unit #6A	838 square feet	3.96%
Residential Unit #6B	806 square feet	3.81%
Residential Unit #6C	868 square feet	4.10%
Residential Unit #7A	1,317 square feet	6.23%
Residential Unit #7B	1,204 square feet	5.69%
Residential Unit #8A	2,868 square feet	13.56%
	<hr/> 21,154 total sq feet	100.0%

* Units are identified as Units and Lofts in the recorded Plats and Plan of One 5th Ave.

**AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR
ONE 5TH AVE. CONDOMINIUM**

PENN AVE RENAISSANCE II LP,
a Pennsylvania limited partnership

DECLARANT

joined by
SIKHA MANDAL,
Owner of Unit 4B

WILL CALL



Christie M. Salimbene, Paralegal

(412) 456-2573



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

17 RESIDENTIAL
 2 COMMERCIAL

Instrument Number: 2013-25651

BK-DE VL-15368 PG-197

Recorded On: September 09, 2013 As-Deed Agreement

Parties: ONE 5TH AVE CONDO

To ONE 5TH AVE CONDO

of Pages: 6

Comment: 2ND AMENDMENT DECLARATION

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

Deed Agreement 150.00
 0
 0
 Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

<p>Affidavit Attached-No NOT A DEED OF TRANSFER</p> <p style="text-align: center;">EXEMPT</p> <p style="text-align: center;">Value 0.00</p>	<p>Certified On/By-> 09-09-2013 / B K</p> <p>CONDO DECLARATION</p>
--	---

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

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

File Information:

Record and Return To:

Document Number: 2013-25651
 Receipt Number: 2466706
 Recorded Date/Time: September 09, 2013 04:06:19P
 Book-Vol/Pg: BK-DE VL-15368 PG-197
 User / Station: M Ward - Cash Station 22

MEYER UNKOVIC & SCOTT LLP
 WILL CALL
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
 Rich Fitzgerald, County Executive

RECORDER, WILL CALL/PICK UP:

Meyer, Unkovic & Scott, LLP
Attention: Christie M. Salimbene, Paralegal
535 Smithfield Street, Suite 1300
Pittsburgh, PA 15222

5

SECOND AMENDMENT
to
DECLARATION OF CONDOMINIUM
for
ONE 5th AVE. CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ONE 5th AVE. CONDOMINIUM (this "Amendment") is made as of the 3rd day of September, 2013, by **PENN AVE RENAISSANCE II LP**, a Pennsylvania limited partnership ("Declarant").

WITNESSETH:

WHEREAS, by Declaration of Condominium dated as of November 14, 2012 ("Initial Declaration") and recorded with the Department of Real Estate of Allegheny County, Pennsylvania (the "Department of Real Estate") on November 15, 2012 at Deed Book Volume 15068, page 539, as Amended by that certain Amendment to Declaration of Condominium for One 5th Ave. Condominium, dated November 29, 2012 ("First Amendment") and recorded with the Department of Real Estate on December 4, 2012 at Deed Book Volume 15085, page 426 (collectively the "Declaration"), Declarant submitted certain real property more particularly described on Exhibit "A" of the Declaration (the "Property") and located in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq. (the "Act"), and thereby created with respect to the Property a condominium known as "One 5th Ave. Condominium" (the "Condominium"); and

WHEREAS, the Plats and Plans for the Condominium are of record in the Department of Real Estate at Plan Book Volume 275, page 116, as amended by the Amended and Restated Plats and Plans recorded with the Department of Real Estate in Plan Book Volume 275, page 185 (collectively, the "Plats"); and

WHEREAS, defined terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Declaration; and

WHEREAS, pursuant to Section 7.5 of the Declaration, Declarant has the right to execute and record an amendment to the Declaration, without the approval of the Unit Holders or the holders of any liens on any of the Units, to correct or supplement any provision of the Declaration that is defective; and

WHEREAS, Declarant desires to amend and supplement the Declaration to correct the address of the Property set forth in the Declaration; and

WHEREAS, pursuant to Section 3.1(b) and Section 3.4(b) of the Declaration, and under Section 3215 of the Act, Declarant reserves the right, without the approval of the Executive Board, to subdivide any Unit into two (2) or more Units; and

WHEREAS, Declarant desires to subdivide Unit #8A into two (2) separate Units, being identified as Unit #8A and Unit #8B, and in furtherance thereof, Declarant hereby desires to amend and supplement the Declaration to memorialize such subdivision, including the incorporation of the revised Plats and Plans and the revised Percentage Interest for each Unit.

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended as follows:

1. Preambles; Capitalized Terms. The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given those terms in the Declaration.

2. Address of Property. Section 1.1 of the Declaration is hereby modified and amended by deleting the reference therein to the Property address of 524 Penn Avenue, City of Pittsburgh, Allegheny County, Pennsylvania, and by substituting in lieu thereof the address of 11 5th Avenue, City of Pittsburgh, Allegheny County, Pennsylvania, such address being the correct address of the Property.

3. Definitions. Section 2.2 of the Declaration is hereby modified and amended by deleting the definition of "Building" set forth therein and by substituting the following in lieu thereof:

"Building" means the building located at 11 5th Avenue in the City of Pittsburgh, Allegheny County, Pennsylvania.

3. Plats. Section 2.2 of the Declaration is hereby modified and amended by deleting the definition of "Plats and Plans" set forth therein and by substituting the following in lieu thereof:

j. "Plats and Plans" means those certain Second Amended and Restated Plats and Plans dated August 30, 2013, to be recorded with the Department of Real Estate of Allegheny County, Pennsylvania, contemporaneously with the recording of the Amendment to Declaration of Condominium of One 5th Ave. Condominium, as the same may be amended from time to time.

4. Percentage Interest. Exhibit "B" of the Declaration is hereby deleted in its entirety and the Exhibit "B" attached hereto and made a part hereof is substituted in lieu thereof.

5. Units. Section 3.1(b) of the Declaration is hereby modified and amended by deleting Section 3.1(b) as set forth therein and by substituting the following in lieu thereof:

(b) The Condominium shall initially consist of seventeen (17) Residential Units and two (2) Commercial Units. Declarant reserves the right to subdivide any Unit into two (2) or more Units.

6. Votes. Section 4.2 of the Declaration is hereby modified and amended by deleting Section 4.2 as set forth therein and by substituting the following in lieu thereof:

4.2 Votes. Each Unit shall be entitled to one vote in the Association. Since there are nineteen (19) Units in the Condominium, each Unit shall have a 1/19th vote in the Association. No cumulative voting or class voting shall be permitted.

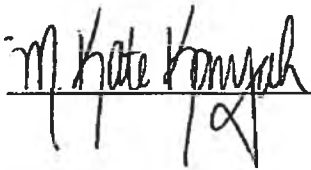
7. Effective Date; Severability. This Amendment shall become effective when it has been recorded. In the event that any provision of this Amendment is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability 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 herein. In the event of any conflict between this Amendment and the Act, the Act shall control except in those instance where the Act by its terms permits variations. Except as amended hereby, the Declaration remains in full force and effect and neither the Declaration nor this Amendment may be otherwise modified or amended except in writing and in accordance with the terms of the Act.


IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed on this 3rd day of September, 2013.

WITNESS:

DECLARANT:

PENN AVE RENAISSANCE II LP, a
Pennsylvania limited partnership
By: Penn Ave Renaissance Management
LLC, a Pennsylvania limited liability
company and it's sole General
Partner

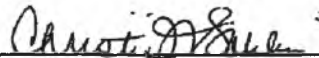


By: 
_____ Todd D. Palcic, Authorized
Signatory

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 30th day of September, 2013, before me a notary public the undersigned offer, personally appeared TODD D. PALCIC, who acknowledged himself to be the Authorized Signatory of PENN AVE RENAISSANCE MANAGEMENT LLC, a Pennsylvania limited liability company and the sole General Partner of PENN AVE RENAISSANCE II LP, a Pennsylvania limited partnership, and that he as such Authorized Signatory, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as the Authorized Signatory.

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



Notary Public

MY COMMISSION EXPIRES:

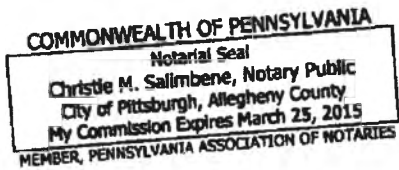


EXHIBIT "B"
PERCENTAGE INTERESTS

<u>Unit* Identifying Number:</u>	<u>Square Feet:</u>	<u>Percentage Interests:</u>
Commercial Unit #1	938 square feet	4.50%
Commercial Unit #2	2,395 square feet	11.48%
Residential Unit #2A	1,430 square feet	6.86%
Residential Unit #2B	1,044 square feet	5.01%
Residential Unit #3A	815 square feet	3.91%
Residential Unit #3B	801 square feet	3.84%
Residential Unit #3C	850 square feet	4.08%
Residential Unit #4A	822 square feet	3.94%
Residential Unit #4B	801 square feet	3.84%
Residential Unit #4C	844 square feet	4.05%
Residential Unit #5A	1,442 square feet	6.91%
Residential Unit #5B	1,081 square feet	5.18%
Residential Unit #6A	838 square feet	4.02%
Residential Unit #6B	806 square feet	3.86%
Residential Unit #6C	868 square feet	4.16%
Residential Unit #7A	1,317 square feet	6.31%
Residential Unit #7B	1,204 square feet	5.77%
Residential Unit #8A	1,424 Square feet	6.83%
Residential Unit #8B	1,136 square feet	5.45%
	20,856 total sq feet	100.0%

* Units are identified as Units and Lofts in the recorded Plats of One 5th Ave.



60 2019 00034130

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

Instrument Number: 2019-34130

BK-DE VL-17827 PG-451

Recorded On: November 05, 2019 As-Deed Agreement

Parties: ONE FIFTH AVE CONDO

To ONE FIFTH AVE CONDO

of Pages: 6 ⁴

Comment: CORRECTIVE AMENDMENT

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

Deed Agreement 166.75
0
0
Total: 166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No PITTSBURGH 2018 Ward-2-Dwntwn Pitts-Part of Lower Hill	EXEMPT
Value	0.00
Commonwealth of Pennsylvania	0.00
Munic-Pittsburgh City of	0.00
School District-Pittsburgh	0.00
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00

Certified On/By-> 11-05-2019 / Guy Hardy
CONDO DECLARATION

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

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

File Information:

Record and Return To:

Document Number: 2019-34130
Receipt Number: 3665743
Recorded Date/Time: November 05, 2019 03:31:54P
Book-Vol/Pg: BK-DE VL-17827 PG-451
User / Station: T Greil - Cash Station 22

LISA M BURKHART
310 GRANT ST STE 1109
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

CORRECTIVE AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF ONE 5TH AVE. CONDOMINIUM

WHEREAS, One 5th Ave. Condominium is a condominium located in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was created pursuant to the terms of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. § 3101, *et seq.*, by the recording of a Declaration of Condominium for the One 5th Ave. Condominium dated November 14, 2012, and recorded on November 15, 2012 at the Allegheny County Department of Real Estate at Deed Book Volume 15068, Page 539, as amended by the Amendment to Declaration of Condominium for One 5th Ave. Condominium dated November 29, 2012 and recorded on December 4, 2012 at the Allegheny County Department of Real Estate at Deed Book Volume 15085, Page 426, as amended by the Second Amendment to Declaration of Condominium for One 5th Ave. Condominium dated September 3, 2013, and recorded on September 9, 2013 at Deed Book Volume 15368, Page 197; and

WHEREAS, the Declaration of Condominium of One 5th Ave. Condominium defines the Percentage Interests of the Units based upon the square footage of each Unit at Exhibit "B" to the Declaration; and

WHEREAS, the Association has received an opinion from a Architect licensed in the Commonwealth of Pennsylvania that the square footage and thus the Percentage Interests of certain Units as defined at Exhibit "B" to the Declaration is incorrect and said Architect provided an accurate summary of the square footage of each Unit at the Association;

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania provides that the Board may, at its discretion, effect an appropriate Corrective Amendment without the approval of the Unit Owners or lien holders for the purpose of correcting or supplementing any

provision of the Declaration that is defective, missing or inconsistent with any other provision of the Declaration or with the terms and provisions of the Act, upon receipt of an opinion from independent legal counsel to the effect that the proposed Amendment is permitted by the terms of the Act; and

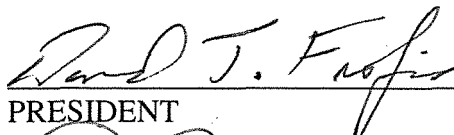
WHEREAS, the Executive Board is in receipt of an opinion from independent legal counsel that the within Amendment is necessary and proper pursuant to Section 3219 of the Act

NOW, THEREFORE, the Declaration of Condominium for the One 5th Ave. Condominium is hereby amended by deleting Exhibit "B" titled Percentage Interests and replacing it with Exhibit "B" attached hereto and incorporated herein.

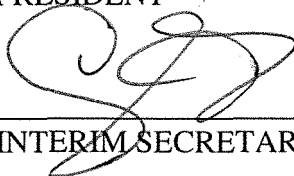
Except to the extent of any inconsistency with the terms and provisions of the within Corrective Amendment, all of the terms and provisions of the Declaration of Condominium for One 5th Ave. Condominium shall remain in full force and effect. To the extent of any inconsistency in the Declaration, By-Laws or Rules and Regulations with the terms of this Corrective Amendment, the terms of this Corrective Amendment shall prevail.

IN WITNESS WHEREOF, the Executive Board enacted the foregoing Corrective Amendment to the Declaration of Condominium for One 5th Ave. Condominium this 9th day of September, 2019.

ONE FIFTH AVE. CONDOMINIUM:



PRESIDENT



INTERIM SECRETARY / TREASURER

Unit#	%	0.24 per sq ft 15 per sq ft		509.50	0.27 per sq ft	0.29 per sq ft		Corrected	Recalculated	0.29 per sq ft		
		2013-2015	2016		2017-2018	2019/OLD	2019 as of 05/01/19					
		sq	Dues	Dues	dues			sq ft	%ages	dues		
C101	4.63	938	225.12	234.50	253.26	528.26	\$272.02	\$547.02	938	4.60%	272.02	547.02
C102	8.69	1,761	422.64	440.25	475.47		\$510.69		1,878	9.21%	544.62	
R2A (201)	7.06	1,430	343.20	357.50	386.10		\$414.70		1,430	7.02%	414.70	
R2B (202)	5.15	1,044	250.56	261.00	281.88		\$302.76		1,044	5.12%	302.76	
R3A (301)	4.02	815	195.60	203.75	220.05		\$236.35		815	4.00%	236.35	
R3B (302)	3.95	801	192.24	200.25	216.27		\$232.29		801	3.93%	232.29	
R3C (303)	4.19	850	204.00	212.50	229.50		\$246.50		850	4.17%	246.50	
R4A (401)	4.06	822	197.28	205.50	221.94		\$238.38		822	4.03%	238.38	
R4B (402)	3.95	801	192.24	200.25	216.27		\$232.29		801	3.93%	232.29	
R4C (403)	4.16	844	202.56	211.00	227.88		\$244.76		844	4.14%	244.76	
R5A (501)	7.12	1,442	346.08	360.50	389.34		\$418.18		1,442	7.07%	418.18	
R5B (502)	5.33	1,081	259.44	270.25	291.87		\$313.49		1,081	5.30%	313.49	
R6A (601)	4.14	838	201.12	209.50	226.26		\$243.02		838	4.11%	243.02	
R6B (602)	3.98	806	193.44	201.50	217.62		\$233.74		806	3.95%	233.74	
R6C (603)	4.28	868	208.32	217.00	234.36		\$251.72		868	4.26%	251.72	
R7A (701)	6.5	1,317	316.08	329.25	355.59		\$381.93		1,317	6.46%	381.93	
R7B (702)	5.94	1,204	288.96	301.00	325.08		\$349.16		1,204	5.91%	349.16	
R8A (801)	7.13	1,444	346.56	361.00	389.88		\$418.76		1,444	7.08%	418.76	
R8B (802)	5.72	1,160	278.40	290.00	313.20		\$336.40		1,160	5.69%	336.40	
	100	20,266	4,863.84	5066.50	5,471.82		\$5,877.14		20,383	100.00%	5,911.07	
				275.00 \$275 Rock	275 \$275 Rock 'n Joe						275 \$275 Rock 'n Joe	
				5341.50	5,746.82						6,186.07	
											74,232.84	



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

Instrument Number: 2012-32134

BK-DE VL-15085 PG-426

Recorded On: December 04, 2012 As-Deed Agreement

Parties: ONE 5TH AVE CONDO

To PENN AVE RENAISSANCE II L P

of Pages: 9

Comment: DEC OF CONDO

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

Deed Agreement **86.50**
 Pages > 4 **4**
 Names > 4 **0**
Total: 86.50

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified On/By-> 12-04-2012 / B K
CONDO DECLARATION

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

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

File Information:

Record and Return To:

Document Number: 2012-32134
 Receipt Number: 2242901
 Recorded Date/Time: December 04, 2012 04:25:33P
 Book-Vol/Pg: BK-DE VL-15085 PG-426
 User / Station: B McAdams - Cash Super 06

MEYER UNKOVIC & SCOTT
 WILL CALL
 PITTSBURGH PA 15219



**Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive**

AMENDMENT
to
DECLARATION OF CONDOMINIUM
for
ONE 5th AVE. CONDOMINIUM

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ONE 5th AVE. CONDOMINIUM (this "Amendment") is made as of the 24th day of November, 2012, by **PENN AVE RENAISSANCE II LP**, a Pennsylvania limited partnership ("Declarant"), as joined by **SIKHA MANDAL**, as the owner of Unit 4B ("Mandal"), as follows:

WITNESSETH:

WHEREAS, by Declaration of Condominium dated as of November 14, 2012 and recorded with the Department of Real Estate of Allegheny County, Pennsylvania (the "Department of Real Estate") at Deed Book Volume 15068, page 539 (the "Declaration"), Declarant submitted certain real property more particularly described on Exhibit "A" thereto (the "Property") and located in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq. (the "Act"), and thereby created with respect to the Property a condominium known as "One 5th Ave. Condominium" (the "Condominium"); and

WHEREAS, the Plats and Plans for the Condominium are of record in the Recorder's Office at Plan Book Volume 275, page 116 (collectively, the "Plats"); and

WHEREAS, defined terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Declaration; and

WHEREAS, the Condominium consists of sixteen (16) Residential Units and two (2) Commercial Units; and

WHEREAS, Declarant is the fee owner of fifteen (15) Residential Units and two (2) Commercial Units as of the date hereof; and

WHEREAS, Mandal is the fee owner of one (1) Residential Unit as of the date hereof; and

WHEREAS, pursuant to Section 3219(f) of the Act (68 Pa. C.S.A. § 3219) Declarant desires to amend and supplement certain of the terms and conditions of the Declaration and the Plats and Plans to be recorded contemporaneously herewith in the Recorder's Office.

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended as follows:

1. Preambles; Capitalized Terms. The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given those terms in the Declaration.

2. Percentage Interest. Exhibit "B" of the Declaration is hereby deleted in its entirety and the Exhibit "B" attached hereto and made a part hereof is substituted in lieu thereof.

3. Plats. Section 2.2 of the Declaration is hereby modified and amended by deleting the definition of "Plats and Plans" set forth therein and by substituting the following in lieu thereof:

j. "Plats and Plans" means those certain Amended and Restated Plats and Plans dated as of December 4, 2012 and to be recorded with the Department of Real Estate of Allegheny County, Pennsylvania, contemporaneously with the recording of the Amendment to Declaration of Condominium of One 5th Ave. Condominium, as the same may be amended from time to time.

4. Effective Date; Severability. This Amendment shall become effective when it has been recorded. In the event that any provision of this Amendment 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 herein. In the event of any conflict between this Amendment and the Act, the Act shall control except in those instance where the Act by its terms permits variations. Except as amended hereby, the Declaration remains in full force and effect and neither the Declaration nor this Amendment may be otherwise modified or amended except in writing and in accordance with the terms of the Act.

5. Consent. Declarant, as the fee owner of fifteen (15) Residential Units and two (2) Commercial Units in the Condominium as of the date hereof and Mandal, as the fee owner of one (1) Residential Unit in the Condominium as of the date hereof, and together being the owners of all of the Units in the Condominium, hereby consent and agree to this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

ACKNOWLEDGEMENT AND CONSENT OF OWNER

The undersigned, in her capacity as the owner of Unit 4B, hereby joins in this Amendment to evidence her consent to the terms thereof. The undersigned represents, warrants, and covenants to Declarant and to any other party joining in this Amendment that it is duly authorized to join in this Amendment and that it is not required to obtain the consent of any mortgage lender or other third party in order to join in this Amendment or to make the Amendment valid, binding, and enforceable against the undersigned as the owner of Unit 4B.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgement and Consent of Owner as of the date set forth below, intending to be legally bound hereby.

WITNESS:

Rekha
REKHA NAIR

Sikha mandal
Sikha Mandal

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

ON THIS, the 29 day of NOVEMBER, 2012, before me, a Notary Public, the undersigned officer, personally appeared Sikha Mandal, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

[Signature]
Notary Public

MY COMMISSION EXPIRES:

1-28-2013



JEFFREY ANDREWS
Notary Public, State of Ohio
My Commission Expires Jan. 28, 2013

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the 2nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to-wit:

BEGINNING at the Southeasterly corner of Fifth Avenue and Penn Avenue; thence in an Easterly direction along the Southerly side of Penn Avenue 31.31 feet, more or less, to the Westerly line of property now or late of Jackman; thence in a Southerly direction along said property line 112.5 feet, more or less, to a private alley formerly known as Exchange Way, now known as Symphony Lane (vacated December 31, 1983 by resolution #1176) thence in a Westerly direction along Symphony Lane, 31.31 feet, more or less, to the Easterly side of Fifth Avenue; and thence along Fifth Avenue 112.5 feet, more or less, to the Southerly side of Penn Avenue, the place of beginning.

SUBJECT to encroachment by party wall onto Fifth Avenue as shown by survey of Blum, Weldin & Co. dated January 1940, Drawing #6557-B and recited in deed from Maurice Parker and Hilda Parker, his wife; and Morris M. Berger and Dorothy J. Berger, his wife; and Maurice Parker, Trustee under Deed of Trust from Israel Parker, dated August 14, 1963 and recorded August 16, 1963 in Deed Book Volume 4082, Page 137.

SUBJECT to party walls and the rights of adjoining owners therein.

ALSO DESCRIBED AS:

ALL that certain lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows:

BEGINNING at the Southeasterly corner of Fifth Avenue and Penn Avenue; thence in an Easterly direction along the Southerly side of Penn Avenue, North 73° 10' 30" East, a distance of 30.90 feet to the Westerly line of property now or formerly of Stabile & Associates (Deed Book 7459 page 428); thence along said property line South 16° 45' 30" East, a distance of 112.68 feet to Charette Way, a 15 foot alley; thence in a Westerly direction along Charette Way, South 73° 12' 00" West, a distance of 30.90 feet to the Easterly line of Fifth Avenue; thence along the said Easterly line of Fifth Avenue, North 16° 45' 30" West, a distance of 112.67 feet to the Southerly side of Penn Avenue, the place of beginning.

THE above legal description is taken from the Plan of Property prepared by David M. Shannon, R.P.L.S. of CM Services, dated March 30, 2011.

899758.1

DESIGNATED as Block and Lot 1-D-23 in the Deed Registry Office of Allegheny County, Pennsylvania.

HAVING erected thereon a building being known and numbered as 524 Penn Avenue, Pittsburgh, Pennsylvania 15222.

EXHIBIT "B"**PERCENTAGE INTERESTS**

<u>Unit* Identifying Number:</u>	<u>Square Feet:</u>	<u>Percentage Interests:</u>
Commercial Unit #1	938 square feet	4.43%
Commercial Unit #2	2,385 square feet	11.27%
Residential Unit #2A	1,430 square feet	6.76%
Residential Unit #2B	1,044 square feet	4.94%
Residential Unit #3A	815 square feet	3.85%
Residential Unit #3B	801 square feet	3.79%
Residential Unit #3C	850 square feet	4.02%
Residential Unit #4A	822 square feet	3.89%
Residential Unit #4B	801 square feet	3.79%
Residential Unit #4C	844 square feet	3.99%
Residential Unit #5A	1,442 square feet	6.82%
Residential Unit #5B	1,081 square feet	5.11%
Residential Unit #6A	838 square feet	3.96%
Residential Unit #6B	806 square feet	3.81%
Residential Unit #6C	868 square feet	4.10%
Residential Unit #7A	1,317 square feet	6.23%
Residential Unit #7B	1,204 square feet	5.69%
Residential Unit #8A	2,868 square feet	13.56%
	21,154 total sq feet	100.0%

* Units are identified as Units and Lofts in the recorded Plats and Plan of One 5th Ave.

**AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR
ONE 5TH AVE. CONDOMINIUM**

PENN AVE RENAISSANCE II LP,
a Pennsylvania limited partnership

DECLARANT

joined by
SIKHA MANDAL,
Owner of Unit 4B

WILL CALL



Christie M. Salimbene, Paralegal

(412) 456-2573