

Park Plaza Apartments Condominium Association

DECLARATION FOR
PARK PLAZA APARTMENTS

ARTICLE I

This Declaration is prepared in accordance with the provisions of the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P. L. No. 196) for the purpose of submitting to the provisions of said Act the property described in Article II below.

ARTICLE II

ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the Fourth (4) Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly Line of North Neville Street as located by an Ordinance of the City of Pittsburgh, No. 156, approved May 20, 1954 and recorded in Ordinance Book Volume 59, Page 289, said point being at the line of property now or formerly of Louis Marhoefer, said point being also the Southwesterly corner of the lot of ground as conveyed by Sidney S. Munter, et ux, et al, to the City of Pittsburgh, by Deed dated August 20, 1957, and of record in Deed Book, Volume 3670, Page 531; thence along the Westerly line of North Neville Street as located by above-mentioned Ordinance (said line being the Westerly line of land as conveyed to the City of Pittsburgh by Deed above referred to), North 16° 45' 25" West, a distance of 141.43 feet, more or less, to a point; thence still along the Westerly side of North Neville Street as located by above-mentioned Ordinance, North 16° 45' 25" West, a distance of 40.16 feet, more or less, to the line of property now or formerly of the Neville Development Corporation; thence along said line and along the line of property now or formerly of Right Reverend Hugh C. Boyle, Trustee, South 68° 34' 10" West, a distance of 444.52 feet, more or less, to the

Easterly side of North Craig Street; thence along said Street, South 25° 17' 35" East, a distance of 181.17 feet, more or less, to the line of property now or formerly of Louis Marhoefer aforesaid; thence along the said line, North 68° 36' 05" East, a distance of 417.53 Feet, more or less, to the point at the place of beginning.

TOGETHER WITH the right of ingress, egress and regress, through, over and across that portion of land lying between the Easterly line of premises herein described (being the Westerly line of North Neville Street as located by above-mentioned Ordinance) and the Westerly line of North Neville Street as presently located as more fully set forth in Deed from the City of Pittsburgh to Sidney S. Munter, et al, dated August 13, 1957, and recorded in Deed Book Volume 3631, Page 29, and in Deed from Sidney S. Munter, et al, to the City of Pittsburgh, dated August 20, 1957, and recorded in Deed Book Volume 3670, Page 541.

BEING designated in the Deed Registry Office of Allegheny County as Block 52-E, Lot No. 11 and part of Block 52-E, Lot No. 28.

HAVING erected thereon an eight-story brick and steel apartment building.

BEING the same which 128 North Craig Street, Inc. , a Pennsylvania corporation, by its Deed dated June 16, 1965, of record in the Recorder's Office of Allegheny County in Deed Book Volume 4179, Page 193, granted and conveyed unto Stanley R. Gumberg, Mortgagor herein.

ARTICLE III

The name by which the property is known is Park Plaza Apartments.

ARTICLE IV

SECTION 1. The property consists of apartment units and common elements, as shown in a Declaration Plan, and prepared by William B. Simboli Associates, Registered Architects. The Declaration Plan will be recorded in

the Office of the Recorder of Deeds of Allegheny County, Pennsylvania and is incorporated herein by reference.

Section 2. (a) The private elements of each respective unit shall include only the area within the boundary lines as described in ARTICLE IV, Section 2, paragraph (b) hereinbelow. Any adjacent or connecting porch or patio is a common element; provided, however, the owner of the connecting and adjacent apartment shall have an exclusive easement for the private use thereof; and provided further the maintenance thereof shall be borne as provided in the Code of Regulations, ARTICLE X.

(b) The boundary lines of each numbered unit are the interior unfinished surface (not including paint, paper, wax, tile, enamel, or other finish) of the ceilings, floors, interior bearing walls and beams and perimeter walls, windows, and doors thereof.

ARTICLE V

Section 1. The common elements consist of:

(a) The land on which the building is located and surrounding land;

(b) The foundations, structural parts, supports, main walls, roofs, basements, walls, corridors, lobbies, stairways and entrances and exits of the building.

(c) The yards, parking areas and driveways;

(d) Portions of the land and building used exclusively for the management, operation or maintenance of the common elements;

(e) Installations of all central service and utilities, including but not limited to all water pipes, electric wires, general conduits and the like; but exclusive of the outlets thereof into each unit;

(f) All apparatus, equipment and installations existing for common use, including but not limited to elevators, elevator shafts,

boilers and heaters and other heating apparatus, air conditioners, water heaters and the like, and the individual blowers within the confines of each apartment;

(g) All other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;

(h) All conduits, wires and utility lines up to the outlets thereof inside the walls of each unit, regardless of location, and all bearing walls, columns, and beams together with all water heating equipment, foundations, pipes, ducts, flues, chutes, and other appurtenant insulation to the outlets regardless of location, parking stalls, caretaker and maintenance manager's apartment and storage lockers , if any;

(i) Garage and all ramps leading thereto;

(j) The area shown on the Plan as parking for the restaurant is common area, but shall be used exclusively for restaurant parking.

Section 2. The proportionate undivided interest in the common elements will be recorded hereinafter at the time the Declaration Plan is recorded and will be made as an amendment to this Declaration.

ARTICLE VI

The proportionate undivided interests in the common elements may be altered by the recording of an amendment duly executed by all unit owners affected thereby.

ARTICLE VII

A. There shall be no obstruction of any part of the common area. Nothing shall be stored, kept, or parked in the common area without the prior consent of the Council. The use occupancy and operation of the parking garage is under the exclusive control and rules of the Council;

B. Nothing will be done or kept in any unit or in the common area which will increase the rate of insurance on the building without the prior written consent of Council. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on the building, or which would be in violation of any government statutes, ordinances, rules or regulations. No waste shall be permitted in the common area. Council shall assign suitable locker space to each unit owner;

C. No unit owner may permit or suffer anything to be done or kept upon the premises which will obstruct or interfere with the rights of other unit owners or annoy other unit owners by unreasonable noise or otherwise, nor which will be noxious or offensive to the other unit owners. Each unit owner shall comply with all of the requirements for all governmental agencies, federal, state, local and all laws, ordinances, rules and regulations applicable to the apartment.

ARTICLE VIII

The names of the first members of the Council are:

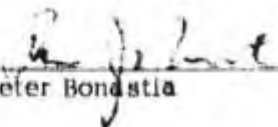
1. James H. Kossis
2. Paul H. Kossis
3. Harry S. Kalson
4. Peter Bonastia

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 2nd day of October, 1975.

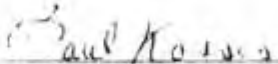
<p>ATTEST:</p> <p><i>[Signature]</i> Secretary</p> <hr/> <p>WITNESS:</p> <p><i>[Signature]</i> <i>[Signature]</i></p>	<p>I.E.S. Properties, Inc.</p> <p>BY: <i>[Signature]</i> Peter Bonastia, President</p> <p>Park Plaza Associates a Pennsylvania Limited Partnership</p> <p>BY: <i>[Signature]</i> Paul Kossis, General Partner</p>
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COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

Before me personally appeared Peter Bonastia, president of I.E.S. Properties, Inc., and Paul Kossis, General Partner of Park Plaza Associates, a Pennsylvania Limited Partnership, and acknowledged that they executed the foregoing Declaration for the purposes therein contained.



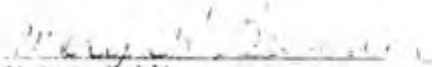
 Peter Bonastia



 Paul Kossis

Sworn to and subscribed

before me this 2nd
 day of October, 1975.



 Notary Public

My commission expires;

OCT 7 1975 <i>7 418</i> VOL. 5540	52995 PAGE 253
DECLARATION FOR PARK PLAZA APARTMENTS	
<div style="text-align: right; margin-right: 50px;"><i>908</i></div> <p>MAIL TO:</p> <p>KALSON AND KALSON Harry S. Kalson 808 Law & Finance Building Pittsburgh, PA 15219</p> <p>281-9116</p> <p style="font-size: small;">P. O. Nely Co., 425 Fourth Avenue, Pittsburgh, Pa. 15219</p>	

STATE OF PENNSYLVANIA } S.S.
 COUNTY OF ALLEGHENY }

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY ON THIS 7th DAY October A. D. 1975 IN DEED 540 PAGE 253 BEGINS MY HAND AND SEAL THIS OFFICE THE DAY AND YEAR ABOVE SAID.

James J. Eldred RECORDER