

5 STORY
54 units



MARKET HOUSE

SOUTH NEGLEY COMMONS CONDOMINIUM ASSOCIATION

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*Need copy of ERC
(Easements, Restrictions, Covenants
as reference throughout
including Sect 17.2(c) } of Declaration
 & 18.4 }*

DECLARATION OF
CONDOMINIUM

SECTION I



Allegheny County
Valerie McDonald Roberts
recorder of Deeds
Pittsburgh, PA 15219

3

Instrument Number: 2005-33070

Recorded On: September 28, 2005 As-Deed Agreement

Parties: SOUTH NEGLEY COMMONS ASSOCIATES L P

To SOUTH NEGLEY COMMONS CONDO

of Pages: 49

Comment: DECL CONDO

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

| | |
|----------------|---------------|
| Deed Agreement | 133.00 |
| Pages > 4 | 44 |
| Names > 4 | 0 |
| Total: | 133.00 |

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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

File Information:

Record and Return To:

Document Number: 2005-33070
Receipt Number: 538144
Recorded Date/Time: September 28, 2005 02:50P
Book-Vol/Pg: BK-DE VL-12605 PG-523
User / Station: J Mann - Cash Super 05

LAWYERS TITLE INSURANCE CORP
1 P P G PL 12TH FL
PITTSBURGH PA 15222

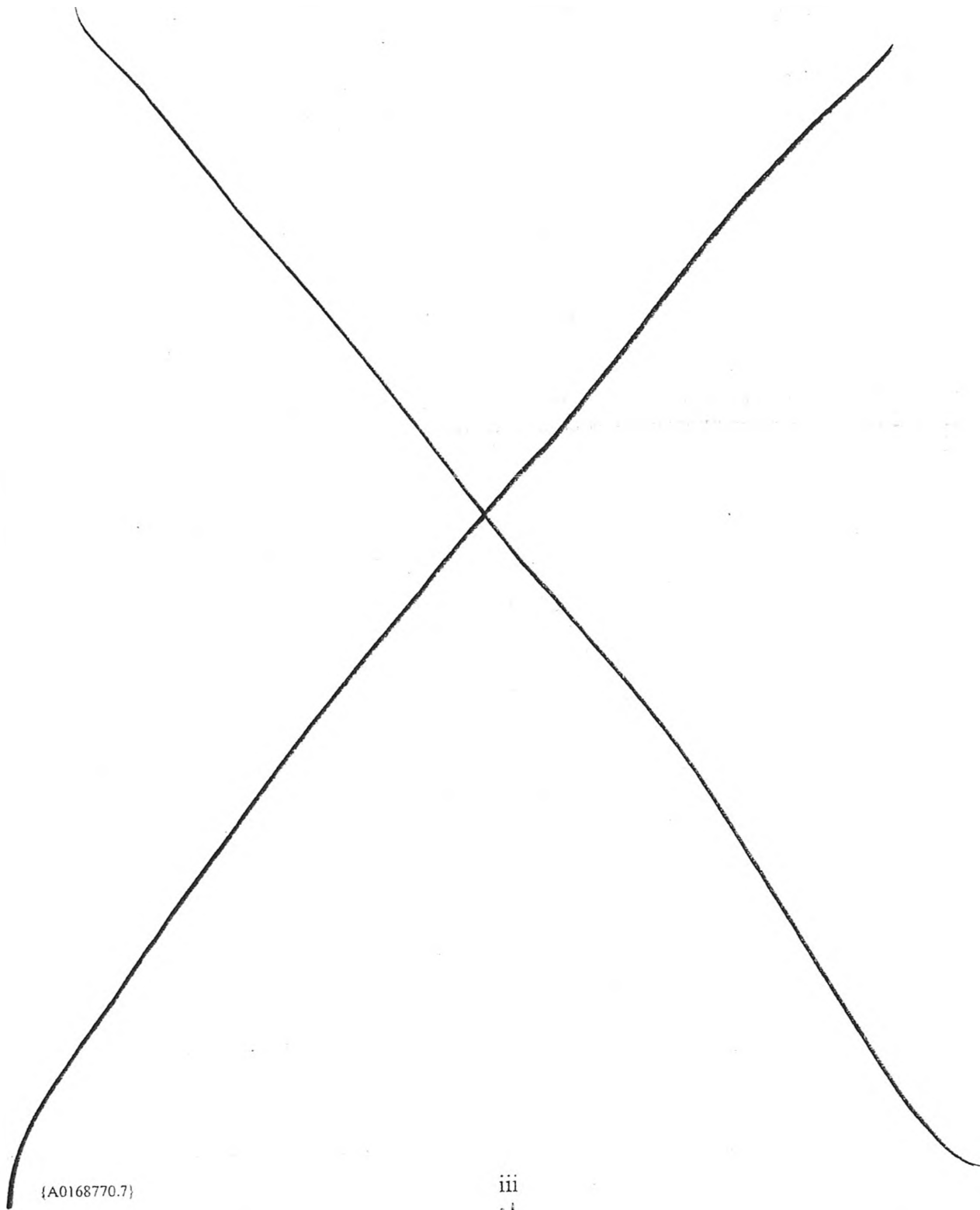


Valerie McDonald-Roberts Recorder of Deeds

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(b) The Property includes an easement in a leasehold interest in the Mascilli Lease. South Negley Associates, a Pennsylvania limited partnership, is the current Mascilli Lease Tenant. The initial term of the Mascilli Lease, unless extended or terminated earlier in accordance with the provisions thereof, will remain in effect until December 1, 2043. The Mascilli Lease Tenant has options to extend the term thereof for two successive five (5)-year periods (until December 1, 2048, and December 1, 2053, respectively). There is a ninety (90)-day notice requirement in connection with the exercise of each such option. The Mascilli Leased Premises consists of Parcel D in the Improvement Subdivision Site Plan for South Negley Center, recorded in the Real Estate Records in Plan Book Volume 246, pages 29 and 30. The Mascilli Lease Tenant has a right of first refusal to acquire the interest of the landlords in the Mascilli Leased Premises. Such right of first refusal applies only if the landlords desire to sell their interest in the Mascilli Leased Premises to a third party. If the Mascilli Lease Tenant desires to purchase the Mascilli Leased Premises pursuant to such right of first refusal, the Mascilli Lease Tenant must notify the landlords of such decision within thirty (30) days after notice from the landlords of the availability of such right and must close the purchase of the Mascilli Leased Premises within ninety (90) days thereafter. The Mascilli Lease contains more details regarding this right. The Mascilli Lease limits the use of the Mascilli Leased Premises to a driving lane, pedestrian walkways, surface parking areas, signage, landscaping, and construction staging areas related to the construction, alteration and repair of improvements on the Property. Portions of the Mascilli Leased Premises may also be used for certain easements to be created by the landlords upon request. There is no right, at the end of the term of the Mascilli Lease, to remove any of the improvements made to the Mascilli Leased Premises but the landlords may require that they be removed. Unless the Association shall otherwise consent in writing, the ECR obligates the Mascilli Lease Tenant to exercise the extension options and the right of first refusal under the Mascilli Lease. Reference is hereby made to the ECR as to circumstances in which the Association may, by the terms of the ECR, exercise such options. There is no assurance that, despite such terms of the ECR, the Association will be able to exercise such options or cause the Mascilli Lease Tenant to do so or that the Mascilli Leased Premises will be purchased pursuant to any such right of first refusal option. As more fully set forth in the ECR, if the Mascilli Lease Tenant were to acquire the fee simple title to the Mascilli Leased Premises, the Unit Owners will have the right to continue to have an easement in the Mascilli Leased Premises after the expiration or other termination of the Mascilli Lease.

ECR:
EASEMENTS
COVENANTS
RESTRICT

(c) At the request of Unit Owners owning a majority of the Percentage Interests, the Association and the Unit Owners shall take all actions necessary (i) to cause the Mascilli Lease Tenant to extend the term of the Mascilli Lease as therein provided, and (ii) to cause the Mascilli Lease Tenant to exercise the right of first refusal under the Mascilli Lease to purchase the Mascilli Leased Premises, and (iii) to take any other actions relating to the Mascilli Lease and the Mascilli Leased Premises. All reasonable costs of the Association or the Unit Owners in connection with actions taken pursuant to this subsection or otherwise in connection with the extension of the Mascilli Lease or the purchase of the Mascilli Leased Premises shall be Common Expenses. A termination or expiration of the Mascilli Lease shall not terminate the Condominium.

Section 1.2. Easements, Covenants, Restrictions and Licenses. In addition to the easements, covenants, restrictions, licenses and other rights created by this Declaration, included among the easements, rights and appurtenances referred to in recitals to this Declaration are the

line of Centre Avenue as now used and located on the ground between Improvements Nos. 5526 and 5630 Centre Avenue, to be used in common with the owners abutting on the West, their heirs and assigns, as referenced in the deed dated September 5, 1978 and recorded in Deed Book Volume 5998, Page 827.

12. Right of way and easement granted to the City of Pittsburgh for a water line, all as more fully set forth in Ordinance No. 6 of the City of Pittsburgh, approved January 9, 1947 and recorded in Ordinance Book Volume 54, Page 535.
13. Water line relocation agreement between the City of Pittsburgh, Chartiers Valley Industrial & Commercial Development Authority and Gallery Center Associates, dated September 2, 1983 and recorded February 2, 1984 in Deed Book Volume 6812, Page 58.
14. Right of way Agreement between Chartiers Valley Industrial & Commercial Development Authority and Equitable Gas Company, dated February 7, 1984 and recorded in Deed Book Volume 6823, Page 569.
15. Easement for pedestrian use and utility lines as set forth in Agreement Relocating Easements by and between John J. Flynn, et ux, et al., dated June 17, 1983 and recorded July 27, 1983 in Deed Book Volume 6702, Page 306.
16. Right of others in and to the common use of an easement for ingress, egress and regress over a concrete driveway as set forth in deed from N. J. Hanna, et ux, to Margaret H. Roberts, et al., dated June 10, 1949 and recorded in Deed Book Volume 3058, Page 429.
17. Existing gas line crossing the land.
18. Right of way from South Negley, South Negley Associates and South Negley Commons Associates, L.P. to Equitable Gas Co., dated December 16, 2004 and recorded in Deed Book volume 12302, page 560.
19. Easement and License Agreement by and between Pittsburgh Water & Sewer Authority and South Negley Commons Associates, et al., dated January 26, 2005 and recorded January 26, 2005 in Deed Book Volume 12331, page 430.
20. Right of way from South Negley Associates to Duquesne Light Co., dated April 18, 2005 and recorded in Deed Book Volume 12435, page 482.
21. Right of way from South Negley Associates to Duquesne Light Co., dated April 18, 2005 and recorded in Deed Book volume 12435, page 491.
22. The ECR and all easements, covenants and descriptions therein described.
23. See requirements set forth in section 4.4(b) of this Declaration.

"Declaration" shall mean this Declaration of Condominium, as amended from time to time.

"ECR" shall mean that certain Easements, Covenants and Restrictions Agreement, of even date herewith, between South Negley Associates and Declarant, being recorded contemporaneously herewith, as the same may be amended from time to time.

"Executive Board" shall mean the Executive Board of the Association.

"Fiscal Year" shall mean the fiscal year of the Association, which shall be the calendar year.

"General Common Expenses" shall mean Common Expenses excluding Limited Common Expenses.

"Improvements" shall mean any improvements now or hereafter constituting a part of the Property.

"Insurance Trustee" shall mean the Insurance Trustee under the ECR.

"Limited Common Elements" shall have the meaning ascribed to such term in Section 5.2 of this Declaration.

"Limited Common Expenses" shall mean those Common Expenses described as such in Section 3314(c) of the Act, except to the extent the same may be modified by this Declaration. Notwithstanding Section 3314(c)(2) or any other provision of the Act, Limited Common Expenses shall not include Common Expenses relating to any insurance costs of the Association under the Declaration or relating to any "Common Area" or "Exclusive Easement Area," as such terms are defined in the ECR, except to the extent such Common Expenses shall be allocated by the Association as Limited Common Expenses pursuant to Section 3314(c)(4) of the Act.

"Mascilli Lease" shall mean that certain Lease, dated November 25, 2003, and effective December 1, 2003, between Florinda I Mascilli and Arthur V. Mascilli, husband and wife, and South Negley Associates, as amended August 22, 2005, a memorandum thereof having been recorded in Deed Book Volume 11875, Page 100 in the Real Estate Records. ✓

"Mascilli Lease Tenant" shall mean the tenant from time to time under the Mascilli Lease.

"Mascilli Leased Premises" shall mean the property demised by the Mascilli Lease.

"Material Improvement" shall have the meaning ascribed to such term in Section 4.3 of this Declaration.

"Parking Areas" shall have the meaning ascribed to such term in Section 18.4 of this Declaration.

"Terrace" shall mean the outside terrace adjoining a Unit and having access solely from such Unit. Each Terrace shall be a Limited Common Element appurtenant solely to the Unit from which access is so provided.

"Unit" shall mean a Unit as described herein and in the Plats and Plans.

"Unit Owner" shall mean the owner of fee simple title to a Unit but not the purchaser of a Unit under an executory contract. *to take effect at a future time*

Section 2.2 Provisions of Act. The provisions of the Act shall apply to and govern the operation and management of the Condominium and the Property, except to the extent that contrary provisions, not prohibited by the Act, are contained in this Declaration or any of the other Condominium Documents.

ARTICLE III

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

Section 3.1 Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their identifying numbers and the Percentage Interest currently appurtenant to each Unit. The Percentage Interest of a Unit is subject to adjustment as provided in Section 8.2 of this Declaration. The Percentage Interests shall determine the votes in the Association and the share of liability for General Common Expenses appurtenant to each Unit. Liability for Limited Common Expenses shall be allocated as provided in Section 3314(c) of the Act.

Section 3.2 Unit Boundaries. Each Unit consists of the space within the upper and lower (horizontal) boundaries and the vertical boundaries thereof, as set forth below in Section 3.3 and Section 3.4 of this Declaration.

Section 3.3 Upper and Lower (Horizontal) Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(a) Upper Boundaries. For the interior portion of each Unit, the upper boundary of the Unit shall be the horizontal plane of the bottom surface of the concrete floor slab above the Unit. The Unit shall include the thickness of any finishing material, such as drywall, wall board, paint, plaster, ceiling tiles, drop ceilings or similar materials.

(b) Lower Boundaries. For the interior portion of each Unit, the lower boundary of the Unit shall be the horizontal plane of the top surface of the unfinished concrete floor slab and the leveling topping thereof. The Unit includes the thickness of any finishing material, such as carpeting, padding, wood, tile, linoleum or other similar flooring.

Section 3.4 Vertical Boundaries.

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

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

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

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

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

(xiii) Refrigerators, ranges, microwave ovens, freezers, dishwashers and other appliances, and the portions of their water, waste, gas, electrical and exhaust connections which serve only such Unit and which are not located within any exterior wall or interior wall or partition separating a Unit from any adjoining Unit or Common Element. However, this provision shall not be construed as granting any Unit Owner the right to operate any appliance in the Unit of such Unit Owner if such Unit Owner is obligated to obtain approval of such use by this Declaration, the Bylaws or the Rules and Regulations; and

(xiv) All drop-ceilings, tiles, supports and similar installations and all air space between the upper horizontal boundary and such installation.

Section 3.5 Voting. The total number of votes allocated to all Units shall be 54. The number of votes allocated to each Unit shall be equal to the product of 54 times the Percentage Interest allocated to that Unit.

ARTICLE IV

UNIT, COMMON ELEMENT AND LIMITED COMMON ELEMENT CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES AND UNIT RECONSTRUCTION

Section 4.1 Initial and Subsequent Work. The provisions of this Article shall apply to all work performed by a Unit Owner (other than Declarant) or the Association, as applicable, but shall not apply to work performed by or through Declarant.

Section 4.2 Unit Maintenance Responsibilities. Each Unit Owner shall be responsible for and shall pay the cost of the maintenance, repair and replacement of all or any portion of the

Common Elements caused by the misuse thereof by such Unit Owner or any of such Unit Owner's Permittees.

(b) EACH UNIT OWNER IS ADVISED THAT THE MORTGAGE UPON THE UNITS OWNED BY DECLARANT CONTAINS THE FOLLOWING PROVISION:

"ALL CONTRACTORS AND SUBCONTRACTORS, INCLUDING THE CONTRACTORS, AT ANY TIER PERFORMING ANY CONSTRUCTION, REPAIR, REFURBISHMENT OR RESTORATION, INCLUDING, WITHOUT LIMITATION, TENANT IMPROVEMENTS, BUILD-OUTS, ALTERATIONS, ADDITIONS, IMPROVEMENTS, RENOVATIONS, REPAIRS, REMODELING, PAINTING, AND INSTALLATIONS OF FIXTURES, MECHANICAL, ELECTRICAL, PLUMBING, DATA, SECURITY, TELECOMMUNICATION, LOW VOLTAGE OR ELEVATOR EQUIPMENT OR SYSTEMS OR OTHER EQUIPMENT, OR WITH RESPECT TO ANY OTHER CONSTRUCTION WORK IN, ON OR TO THE PROJECT [MEANING ALL PORTIONS OF THE PROPERTY] SHALL (I) BE BOUND BY AND SIGNATORY TO A COLLECTIVE BARGAINING AGREEMENT WITH A LABOR ORGANIZATION (A) WHOSE JURISDICTION COVERS THE TYPE OF WORK TO BE PERFORMED ON THE PROJECT, AND (B) WHO IS AFFILIATED WITH THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT OF THE AFL-CIO; AND (II) EACH SUCH CONTRACTOR OR SUBCONTRACTOR SHALL OBSERVE AREA STANDARDS FOR WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT, INCLUDING, WITHOUT LIMITATION, FRINGE BENEFITS."

SO LONG AS SUCH PROVISION OF SUCH MORTGAGE SHALL BE IN EFFECT IN SUCH MORTGAGE, AND TO THE EXTENT SUCH PROVISION SHALL BE ENFORCEABLE UNDER APPLICABLE LAW, NEITHER THE ASSOCIATION NOR ANY UNIT OWNER SHALL TAKE OR CONSENT TO ANY ACTION INCONSISTENT WITH THE TERMS OF SUCH PROVISION. THIS PROVISION IS FOR THE BENEFIT OF DECLARANT AND THE HOLDER OF SUCH MORTGAGE.

Section 4.5 Decoration and Maintenance. Each Unit Owner shall furnish and be responsible for, at the sole expense of such Unit Owner, all of the decorations within such Unit, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorations. Subject to any Rules and Regulations pertaining thereto, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings which constitute the exterior boundaries of the Unit and shall have the right to decorate such interior surfaces from time to time as the Unit Owner may see fit and at the Unit Owner's sole expense. Each Unit Owner shall maintain the interior surfaces of the Unit in good condition at the Unit Owner's sole expense. No work will be carried out by any Unit Owner which could affect any other Unit Owner or any Common Elements except in accordance with this Article. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each

contractor and its subcontractors, shall be provided to the Association in advance of the commencement of any work. All work must comply with all applicable Requirements:

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

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

Section 4.9 Remedies. Upon failure of any Unit Owner to comply with any of the foregoing provisions, the Executive Board may, after notice to such Unit Owner, take such actions as it may reasonably elect to effect compliance with the foregoing, and may assess the cost of such actions to such Unit Owner pursuant to this Declaration as if such cost were a Limited Common Expense. This Section shall not be deemed to limit any other remedy that the Executive Board may have.

Section 4.10 Consents and Approvals. Any consent or approval given by or on behalf of the Executive Board or the Association shall be solely for its own benefit and shall not constitute or be construed to be a representation, warranty or other assurance for the benefit of any Unit Owner or other Person as to quality, quantity, design, capacity, appropriateness, necessity, safety, operation or other matter whatsoever.

ARTICLE V

DESCRIPTION OF COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS

Section 5.1 Common Elements. An undivided interest in the Common Elements is hereby allocated to all Units on the basis of their respective Percentage Interests. Common Elements include, without limitation, the following:

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

(b) Courtyards, trees, shrubbery, grass, walkways, driveways, vehicular and pedestrian ramps and similar improvements;

(c) All mechanical and electrical equipment and facilities not within a Unit and all apparatus and installations existing for common use, including, without limitation, exterior Improvements, railings, and arbors and roofs;

(d) Community Areas and Parking Areas;

*Common
Elements.*

within the Property. The models, management offices, and sales offices shall be subject to the following requirements:

(a) The number and use of any Unit owned by Declarant are subject to Declarant's discretion. Models may also be used as sales, management and construction offices;

(b) Declarant shall have the right to place models, management offices, sales offices and advertising signs on any portion of the Common Elements in such locations as Declarant deems appropriate;

(c) Declarant may from time to time relocate models, management offices, sales offices and advertising signs to different locations within Units or the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Such activities by Declarant shall all be at Declarant's expense.

Section 6.3 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of 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 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 or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 6.4 Maintenance Easements. The Property shall be subject to the following easements:

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

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

(c) An easement over and through the Units in favor of the Association acting through its agents, employees and independent contractors, (i) for inspection of the Units in order to verify the performance by each Unit Owner of all items of maintenance, repair and replacement for which such Unit Owner is responsible, (ii) to carry out inspections and

(c) Any amendment to this Article VII or Article IX of this Declaration shall require the consent of the holders of all of the Qualified Mortgages.

Section 7.2 Amendments to Cure Ambiguities. Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, if (a) any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that is defective, missing or inconsistent with any other provision thereof or of the ECR or the Act, or (b) any amendment is necessary in the judgment of the Executive Board to conform to the requirements of any widely recognized 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 or the Federal Home Loan Mortgage Corporation), then, at any time and from time to time, the Executive Board, at its discretion, may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Qualified Mortgages, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the Act and by the terms of this Section. Each amendment of the type described in this Section shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument shall have been executed and acknowledged by one or more officers of the Executive Board.

ARTICLE VIII

USE RESTRICTIONS

Section 8.1 Use of Property. The use of the Property, including the Units, the Community Areas, the Parking Areas and the other Common Elements, shall be only in accordance with the provisions of (a) the Act, this Declaration (including the Plats and Plans) and the other Condominium Documents, (b) all applicable Requirements and any rules or requirements of any quasi-governmental body or agency or board of fire underwriters, and (c) any applicable covenants, conditions and restrictions affecting such portion of the Property, including the ECR.

Section 8.2 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(a) No Unit (except any Unit owned by Declarant or the Association and used by either of them as manager's quarters or offices, sales offices, models or storage facilities) shall be used for any purpose other than as a residence for the use of one person or a single family. For the purpose of this Section, "family" shall mean (i) two (2) or more individuals related by blood, marriage or adoption, or (ii) not more than four (4) individuals who are not related but who function as a family unit.

(b) A Unit Owner may lease the Unit of such Unit Owner, provided however, that a Unit may not be leased by a Unit Owner for a term of less than one (1) year. Any lease of a Unit shall be in writing in a form pre-approved by the Executive Board without any material changes, shall contain a clause that makes any breach by the tenant of any of the Condominium Documents a breach of such lease and a cause for termination thereof. A copy of each lease

possession and proper use of all or any part of the Property by any Unit Owners or the tenant of any Unit Owner.

(g) No cooking or grilling may be done on any Terrace without the prior approval of the Executive Board, including reasonable restrictions and limitations related thereto.

(h) In addition to any restriction contained in the Condominium Documents, all laws, statutes, orders, ordinances, occupancy limitations, rules and regulations of all governmental and quasi-governmental bodies having jurisdiction thereof, including without limitation, zoning laws and regulations, and all other Requirements shall be observed at all times.

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

(j) The Property is to be maintained in a clean and sanitary condition, and no Unit Owner is to place or store any garbage, trash, rubbish, bicycles, children's toys, or other personal property in the Common Elements or permit any unsightly condition to exist therein or thereon except as expressly provided for, subject to the rights of Declarant hereunder. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Executive Board, unless otherwise provided in the Rules and Regulations.

(k) Upon compliance with the requirements of subsection (m) below, and subject to Sections 3213, 3214 and 3215 of the Act, two or more entire adjacent Units or, with the prior written consent of the Executive Board, portions thereof, on the same floor of the Improvements may be combined, provided that both of the combined Units are under common ownership at the time of effecting such combination. If two or more entire Units shall be so combined, the Percentage Interests in the Common Elements appurtenant to such combined Units shall be the sum of the respective Percentage Interests in the Common Elements appurtenant to each of the Units that shall have been so combined, and the votes allocated to such combined Units shall be the sum of the respective voting rights appurtenant to each of the Units that shall have been so combined. The Executive Board shall not grant any consent to the combination of a portion of a Unit with one or more other Units or any portions thereof unless and until (i) the Unit Owners with respect to the Units (or portions thereof) involved in such combination shall have executed such documentation, in recordable form, as the Executive Board may require, which shall provide for such combination and the allocation of Percentage Interests and voting rights between or among the Unit(s) so combined and the remaining portion of a Unit not so combined (it being understood that the Executive Board shall have the right to approve any such combination and the allocation of Percentage Interests and voting rights based on its determination, in its sole good faith discretion, that any such combination shall not result in a Unit insufficient for residential use comparable to that of the other Units, that the allocation of Percentage Interests and voting rights shall be fairly allocated between or among the Units, and that the interests of other Unit Owners shall not be adversely affected thereby), (ii) such

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

(p) No Unit Owner shall place any object or fixture (by way of illustration and not limitation, furniture, equipment, supplies, wood, landscaping or light fixtures or bulbs) which change the exterior or interior appearance of the Improvements or which will endanger persons or property.

(q) All window dressings, including liners, visible from the outside or from any other Unit must be white or off white, subject to prior written approval of the Executive Board, such approval not to be unreasonably withheld or delayed.

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

(s) Guests and visitors shall be admitted to the Property in strict conformance with Rules and Regulations relating to guests and visitors.

(t) Children shall use the common areas in strict conformance with Rules and Regulations relating to children.

(b) When a Qualified Mortgage is delivered to the holder of a Qualified Mortgage, the Unit Owner or the holder of such Qualified Mortgage shall simultaneously provide executed or conformed copies of the Mortgage and related documents to the Executive Board. The Executive Board shall then promptly determine whether the mortgage qualifies as a Qualified Mortgage. If the mortgage is confirmed as a Qualified Mortgage by the Executive Board, its Secretary shall instruct the insurer of the Property to provide the holder of such Qualified Mortgage with a Certificate of Insurance evidencing insurance coverage of such Unit and respective interest therein. The Secretary shall maintain a register of the holders of Qualified Mortgages, showing the names and addresses of such holders and the amount secured thereby (all based on the last written notices thereof to the Secretary). Whenever a Qualified Mortgage is satisfied, the Association shall be promptly notified.

Section 9.2 All Mortgages.

(a) All mortgages upon a Unit (other than a mortgage upon a Unit owned by Declarant) and the obligations secured thereby shall provide (and shall be deemed to provide) (i) that the mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and the Condominium Documents, and (ii) that the exercise of any rights of parties under the Condominium Documents shall not constitute a breach or an event of default under such mortgage.

(b) The holder of each mortgage upon a Unit (other than a mortgage upon a Unit owned by Declarant prior to the transfer of such Unit to a Person who would not be deemed to be a declarant under the Act) shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or how to repair damage to the Property; (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent that the Unit Owner of the Unit subject to such mortgage shall have the right to such distribution of such proceeds pursuant to Section 3312(g) of the Act; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste, or alleged waste or other conditions occurring anywhere on the Property other than within the Unit so mortgaged. Each mortgage referred to in this subsection (b) shall contain the foregoing provisions.

(c) Any obligation secured by a mortgage (other than a mortgage secured by a Unit owned by Declarant) shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

Section 9.3 Rights of Qualified Mortgage Holders: Reports and Notices. Upon the specific written request of a holder of a Qualified Mortgage or its servicer (as reflected in the records of the Association) delivered to the Secretary of the Association, such holder of a Qualified Mortgage, subject to the terms of this Section, shall be entitled to receive from the Association some or all of the following as designated in the request:

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

any Unit have any right, title or interest in any insurance proceeds, and in all events such lien shall comply with Section 9.2 of this Declaration.

ARTICLE X

BUDGETS: ASSESSMENTS AND ENFORCEMENT

Section 10.1 Assessments.

(a) Until the Executive Board, on behalf of the Association, shall have adopted a budget and shall have made any Assessment for Common Expenses, Declarant shall pay all expenses of the Property. The Executive Board, on behalf of the Association, may adopt a budget for each Fiscal Year commencing with the Fiscal Year in which this Declaration shall have been recorded in the Real Estate Records (or later if the initial budget shall not then have been adopted by the Executive Board) and for each such Fiscal Year thereafter, and may levy an Annual Assessment based on any such budget or revision thereto. Each Unit Owner's share of each Annual Assessment shall be paid in accordance with the Bylaws, which Annual Assessment shall be due and payable in equal monthly payments or in other periodic payments that the Executive Board may designate from time to time (subject to adjustments in such monthly installments and in such Annual Assessment based on any changes which may be adopted at any time with respect to the budget for the Fiscal Year to which such Annual Assessment relates) on the first day of each month.

(b) The Executive Board, on behalf of the Association, may, at any time and from time to time as it deems appropriate, levy one or more Special Assessments against the Units and their respective Units for any purpose permitted by the Act, this Declaration or any of the other Condominium Documents.

(c) Assessments for General Common Expenses shall be allocated among the Unit Owners in proportion to their respective Percentage Interests. Assessments for Limited Common Expenses shall be allocated to, between or among Unit Owners in the manner provided in Section 3314(c) of the Act.

Section 10.2 Failure to Fix New Assessments. If the Association shall fail to fix Annual Assessments for a Fiscal Year before the expiration of the immediately preceding Fiscal Year, the same monthly installments of the Annual Assessment as were payable during the Fiscal Year then most recently ended shall be deemed to be the new Annual Assessments for the then current Fiscal Year.

Section 10.3 Special Costs. Any expense incurred by the Association due to the negligence or misconduct of any Unit Owner or any tenant of such Unit Owner, or any licensee or invitee of either of them, may be assessed against the Unit of such Unit Owner as a Special Assessment of a Limited Common Expense immediately due and payable.

Section 10.4 No Exemption By Waiver. No Unit shall be exempt from liability for any Common Expense by any waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of a Unit or otherwise.

including the making of any decisions and the issuance of any consents or approvals contemplated by the ECR. The ECR may be amended on behalf of the Unit Owners and the Association upon the written consent of Unit Owners having at least 67% of the votes in the Association and the holders of first-lien Qualified Mortgages upon the Units of such Unit Owners, provided that the Executive Board, on behalf of the Association, shall have the right, without further consent or approval, to amend the ECR if (a) such amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of the ECR that is defective, missing or incorrect with any other provision thereof or of the Act or any Condominium Document, or (b) such amendment is necessary in the judgment of the Executive Board to conform to the requirements of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in condominium projects (such as the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation).

Section 11.3 Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any questions of interpretation or application of the provisions of any of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners absent manifest error. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its rights and responsibilities under this Section. All costs of obtaining such a judgment shall be borne by, and shall be assessed against, the disputants, or in the absence of disputants, shall be assessed by the Association as a General Common Expense.

Section 11.4 Managing Agent. The Executive Board, on behalf of the Association, may (but shall not be required to) engage a professional, experienced managing agent who shall oversee the daily operation of the Property and/or the operation of aspects of the Condominium, in accordance with and subject to the provisions of the Act and the Condominium Documents.

ARTICLE XII

DECLARANT'S RIGHTS/CONTROL

Section 12.1 Control of Executive Board. In accordance with the Act, and as more particularly set forth in the Bylaws,

(a) Not later than sixty (60) days after the conveyance of 25% of the Units to Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act), Declarant shall have the right to appoint and remove any and all officers of the Association and members of the Executive Board, provided that, by the sixtieth (60th) day after conveyance of 25% of the Units to Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act), at least 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act). Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act);

(b) Not later than sixty (60) days after the conveyance of 50% of the Units to Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act), not

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

ARTICLE XVI

LIMITATION OF LIABILITY

Section 16.1 Limited Liability of Executive Board.

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

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

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

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

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

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

(vi) Shall have no personal liability arising out of the use, misuse or condition of the Improvements, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their

the payment of all costs and legal fees incurred by the Association or the Executive Board or its members in defending against any such suit or action shall, to the full extent permitted by law, be the sole responsibility and liability of the Unit Owner or Owners initiating any such suit or action. The Executive Board may proceed to collect all sums payable in accordance herewith by all available means.

Section 16.6 Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.

Section 16.7 Limited Liability and Indemnification of Declarant. Except as otherwise provided by the Act, neither Declarant nor any of its partners, nor any officer, director, partner, member or shareholder of any such Person, nor any of their respective successors or assigns, shall be liable for any damage to or malfunction of any equipment or systems, whether or not a part of the Common Elements or any of the Units, or for any damage or injury to any property or person resulting from any failure to maintain or inspect the same. The Association shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Persons referred to in this Section (this Section being intended for their benefit) as to all liability, loss, cost and expense related thereto, including reasonable attorneys' fees and costs, whether or not any such liability, loss, cost and expense shall have been caused by the negligence of the Person to be indemnified, defended and held harmless as provided in this Section.

ARTICLE XVII

INSURANCE

Section 17.1 Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by the ECR and the Act):

- (a) Property insurance required by the ECR;
- (b) Comprehensive general public liability insurance, with limits of liability of at least Five Million Dollars (\$5,000,000.00) covering all claims for personal injury (including medical payments) and at least Five Hundred Thousand Dollars (\$500,000.00) covering property damage arising out of a single occurrence;
- (c) Such worker's compensation insurance as applicable law may require;
- (d) Directors and officers insurance and such additional insurance as needed to satisfy the indemnification obligations of the Association and all Unit Owners set out in Article XVI hereof, if and to the extent available; and
- (e) Such other insurance as the Executive Board may elect or be legally required to carry from time to time.

Section 17.2 Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

limitation of liability contained in this Declaration or the Act, each Unit Owner and the Association and the Executive Board, to the extent permitted by the Act, hereby releases each other and the members of the household of each Unit Owner from any and all liability for any insurable loss or damage to insurable property, whether or not caused by the negligence of any such other party, to the extent such loss or damage is reimbursed by proceeds of insurance or would be reimbursed by proceeds of insurance required to be maintained by the terms of this Declaration.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the table of contents are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 18.2 Applicability of Condominium Documents. Each Unit Owner and each other party with any rights to use or occupy any Unit shall be subject to and shall comply with the provisions of the ECR, the Act, the Condominium Documents and the covenants, conditions and restrictions from time to time binding on the Property or any portion thereof. The terms of this Declaration shall be covenants running with, and shall touch and concern, the land.

Section 18.3 Eminent Domain. Whenever all or any part of the Common Elements or Limited Common Elements shall be taken, damaged or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 18.4 Parking.

(a) The ECR provides for certain parking areas within the Property to be available to the Unit Owners and the Association. Such parking areas are herein called the "Parking Areas." Subject to the matters set forth below in this Section, the manner and hours of operation of all Parking Areas shall be subject to the authority and direction of the Executive Board.

(b) Declarant reserves the right to issue, assign, designate and transfer licenses or easements in the Parking Areas ("Parking Licenses"), on such terms and conditions as the Executive Board may elect in its discretion. Notwithstanding the classification of the Parking Areas as a Common Element, the use thereof shall be solely in accordance with Parking Licenses pursuant to this Section. On the date that the last Unit shall be sold by Declarant, and subject to applicable law, Declarant shall assign, and there shall be deemed to have been assigned, to the Association all of Declarant's such rights, and thereafter those Parking Areas not subject to Parking Licenses may be assigned, designated and conveyed by the Association to any Unit

Unit Owner shall have the obligation to pay for such damage or injury and such maintenance, repairs and replacements, and the Association shall be entitled to collect such amount by means of an assessment against such Unit Owner as a Limited Common Expense.

[SIGNATURE ON NEXT PAGE]

EXHIBIT B
PERCENTAGE INTERESTS

| <u>Unit No.</u> | <u>Percentage Interest</u> |
|-----------------|----------------------------|
| 100 | 1.8% |
| 101 | 1.8% |
| 102 | 2.2% |
| 103 | 1.1% |
| 104 | 2.5% |
| 105 | 1.1% |
| 106 | 2.2% |
| 107 | 2.3% |
| 109 | 1.1% |
| 111 | 1.1% |
| 200 | 1.8% |
| 201 | 1.8% |
| 202 | 2.2% |
| 203 | 1.1% |
| 204 | 2.5% |
| 205 | 1.1% |
| 206 | 2.2% |
| 207 | 2.3% |
| 208 | 1.7% |
| 209 | 1.1% |
| 211 | 1.1% |
| 213 | 1.7% |
| 300 | 1.8% |
| 301 | 1.8% |
| 302 | 2.2% |
| 303 | 1.1% |
| 304 | 2.5% |
| 305 | 1.1% |
| 306 | 2.2% |
| 307 | 2.3% |
| 308 | 1.7% |
| 309 | 1.1% |
| 311 | 1.1% |
| 313 | 1.7% |
| 400 | 1.8% |
| 401 | 1.8% |
| 402 | 2.2% |
| 403 | 2.2% |
| 404 | 2.5% |

CONSENT

MADE as of the 26th day of September, 2005, by the NATIONAL ELECTRICAL BENEFIT FUND, the holder of the mortgage and the assignment of leases and rents upon the Property described in the foregoing Declaration of Condominium for the South Negley Commons Condominium, which mortgage is recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Mortgage Book volume 28185, Page 129, and which assignment is recorded in said Office in Deed Book Volume 12103, Page 97, hereby consents to the recordation of such Declaration of Condominium and agrees that such mortgage shall be subject to such Declaration of Condominium and shall be a lien upon the Units thereby created and the appurtenances thereto.

NATIONAL ELECTRICAL BENEFIT FUND

By: Jim J. Walters
Title: TRUSTEE

410001514

DECLARATION OF CONDOMINIUM
OF
SOUTH NEGLEY COMMONS CONDOMINIUM

BY:

SOUTH NEGLEY COMMONS ASSOCIATES, L.P.,
"Declarant"

TO:

NATIONAL ELECTRIC BENEFIT FUND

RECORD AND RETURN TO:

LAWYERS TITLE INSURANCE CORPORATION / LANDAMERICA
ATTN: NAT HUNTER, ESQUIRE
ONE PPG PLACE, 12TH FLOOR
PITTSBURGH, PA 15222

AMENDED AND RESTATED BYLAWS OF
SOUTH NEGLEY COMMONS
CONDOMINIUM ASSOCIATION

BYLAWS

ARTICLE I - INTRODUCTORY - PROVISIONS

1.1 Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act with respect to the Condominium created by the recording of the Declaration of Condominium (the "Declaration") in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 12605, Page 523.

1.2 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4 Office. The office of the Condominium, the Association and the Executive Board shall be located at the Management office, 5570 Centre Ave, Pittsburgh, Pennsylvania 15232, or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II - THE ASSOCIATION

2.1 Composition. The Association is organized as an unincorporated association under Pennsylvania law. The membership of the Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act, the Declaration and these Bylaws. Except as otherwise specifically noted to the contrary, the foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these Bylaws.

2.2 Annual Meeting. The annual meeting of the Association shall be held on the first Wednesday of December of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the first Thursday of December. At such annual meeting, the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.4 of these Bylaws and such other business as may properly come before the meeting may be transacted.

of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association;

(b) Except where a greater number is required by the Act, the Declaration or these Bylaws, the Owners of more than fifty percent (50%) of the total votes in the Condominium present and voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association;

*Simple
Majority
Vote*

(c) In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the vote allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms;

(d) If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8 Proxies. A vote may be cast in person or by proxy held only by a Unit Owner in good standing or a partner or corporate officer of such Unit Owner. If a Unit is owned by more than one Person, Section 2.7(a) above shall control. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over such meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

✓ 2.9 Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners of ten percent (10%) or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if Persons entitled to cast five percent (5%) of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

2.10 Conduct of Meetings. The President (or in his absence, the vice-president) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting in writing.. The President may appoint a Person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

- (c) make contracts and incur liabilities;
- (d) enter into contracts for and regulate the use, maintenance, repair, replacement, and modification of Common Elements and Parking Areas; and designate common elements as limited common elements and vice versa in its reasonable discretion;
- (e) acquire, hold, encumber, and sell in the name of the Association or in the name of a nominee or trustee, any right, title or interest in real or personal property;
- (f) grant easements, leases, licenses, agreements and concessions through or over the Common Elements, including Limited Common Elements and the Parking Areas;
- (g) impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and Parking Areas except as not permitted by the Act;
- (h) impose charges for late payment of Assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed One Hundred Dollars (\$100.00) per day for the first three (3) days and Five Hundred Dollars (\$500.00) thereafter for a violation or violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- (i) impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates, or statements of unpaid assessments, and any other required reports or notices;
- (j) provide for the indemnification of its officers and Executive Board and maintain directors and officers' liability insurance;
- (k) make a final determination of any claim or dispute by a Unit Owner as to whether any charge or expense applies against the Unit Owner or is a Common Expense and such determination shall be final, conclusive and binding;
- (l) establish a reserve or reserves and collect the Common Expenses from the Unit Owners for working capital, and to make up any deficit in the Common Expense for any prior year.
- (m) make inspections as required, and carry out such required maintenance;
- (n) at the closing of each Unit sold by Declarant, collect a "one time" payment from a Unit Owner of a sum not to exceed one (1) time the expected amount of the first monthly Common Expense payment to be assessed against said Unit. Said "one time" payment will be paid into the working capital account;
- (n) adopt, amend and enforce minimum standards for floor covering within Units and standards governing drapery liners and blinds on the windows visible from any public street pursuant to the guidelines set forth in the Declaration;
- (o) open bank accounts on behalf of the Condominium and designate the signatories required therefore;

3.5 Removal or Resignation of Members of the Executive Board. Except with respect to those members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by the casting of votes representing a majority of the votes allocated to all Unit Owners. Additionally, a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any Executive Board member whose removal has been proposed by a Unit Owner shall be given at least thirty (30) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. This sentence may not be modified or amended to the detriment of any member of the Executive Board. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all Executive Board members appointed by Declarant at any time and from time to time until the required resignation date specified in the Declaration.

3.6 Vacancies. Except as set forth in Section 3.5 above with respect to Executive Board members appointed by Declarant vacancies in the Executive Board caused by any reason other than the removal of an Executive Board member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Executive Board at a meeting held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. In the event of a tie vote, a special meeting of the Association will be promptly called to fill the vacancy. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor.

In any case of multiple vacancies, the person receiving the greatest number of votes shall be elected for the longest term and so on.

3.7 Organization Meeting. The first meeting of the Executive Board shall be held within thirty (30) days following the first annual meeting of the Association at such time and place as shall be fixed by the President who presided at the first meeting of the Association at which such Executive Board was elected. No further notice need be given newly elected members of the Executive Board, provided a majority of the Executive Board members must be present at such organization meeting.

3.8 Regular Meeting. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, but such meetings shall be held at least once each quarter during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member thereof, by regular mail, fax or electronic mail, at least ten (10) business days prior to the day named for such meeting. Notice of any such Regular Meetings shall be posted in the lobby of the Building at least ten days prior to the date thereof.

3.9 Special Meetings. Special meetings of the Executive Board may be called by the President or on the written request of at least two (2) members of the Executive Board on at least five (5) business days' notice to each member, given by regular mail, fax or electronic mail,

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of the Executive Board member or members having such an interest; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.16 Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.15 above.

ARTICLE IV - OFFICERS

4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3 Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, without further action, automatically cease holding such office at such time as he ceases to be a member of the Executive Board.

4.5 Vice President The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall,

(i) The Managing Agent posts a fidelity bond in an amount satisfactory to the Executive Board; and

(ii) The purchase or expenditure is within the established Condominium budget limits or is otherwise expressly authorized by action of the Executive Board; or

(iii) Capital improvements or equipment acquisitions have been previously authorized by the Executive Board.

ARTICLE V - COMMON EXPENSES: BUDGETS

5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration and end on December 31 of the year of recordation.

5.2 Preparation and Approval of Budget.

(a) On or before the 15th day of November of each year. the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements;

(b) On or before the next succeeding 10th day of December. the Executive Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner's Assessments for General Common Expenses and Limited Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject, however, to Section 5.8 below;

(c) The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but precise compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget; provided in any event the Unit Owners shall have not less than ten (10) days after receiving notice of any budget to exercise their rights under Section 5.8 hereof.

5.5 Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt a budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3 above.

5.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt as budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.7 Accounts: Audits. All sums collected by the Executive Board with respect to Assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with generally accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Executive Board.

5.8 Rejection of Budget: Limitations on Expenditures and Borrowing.

(a) Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within ten (10) days after notice is given to the Unit Owners pursuant to Section 5.2(a) above;

(b) If a budget is rejected in accordance with Section 5.8(a) above, either:

(i) Section 5.6 shall apply; or

(ii) The Executive Board may prepare a revised budget and submit it to the Unit Owners.

(c) The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast at least a majority of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than ten percent (10%) of such aggregate amount after taking into account any projected increases in income.

?? See
section
3.3 (g)

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See
section
3.3 (g)

pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or equity, the continuance of any such breach.

ARTICLE VII - AMENDMENTS

7.1 Amendments to Bylaws. These Bylaws may be modified or amended only by vote of Unit Owners present in person or by proxy constituting a majority of the votes entitled to be cast at any annual or special meeting of the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that notice of such proposed amendment and the purpose thereof must be given in writing to all Unit Owners with the notice of such meeting. Until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to the Declaration, these Bylaws may not be amended without the prior consent in writing of Declarant. Further, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing, illegal, ambiguous or inconsistent with any other provision hereof, or with the Act or the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section.

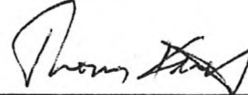
8.2 Amendments to the Declaration. Any two officers of the Executive Board who are members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII - MISCELLANEOUS

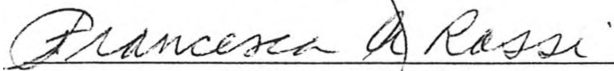
9.1 Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally to, or if sent by regular, registered or certified mail, return receipt requested, postage prepaid or delivery confirmation (or otherwise as the Act may permit), (i) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit

IN WITNESS WHEREOF these Bylaws have been duly adopted as of this 10 day of December, 2008.

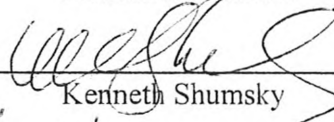
EXECUTIVE BOARD OF THE SOUTH NEGLEY
COMMONS CONDOMINIUM ASSOCIATION



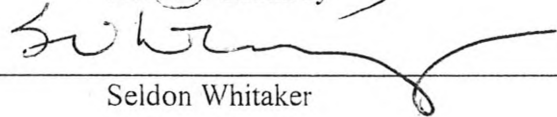
Thomas A. Karet



Francesca A. Rossi



Kenneth Shumsky



Seldon Whitaker

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 10th day of December, 2008, before me, a Notary Public in and for said County and State, personally appeared the above named **Francesca Rossi**, who acknowledged himself to be the Secretary of **SOUTH NEGLEY COMMONS CONDOMINIUM ASSOCIATION**, an unincorporated association formed pursuant to the Pennsylvania Uniform Condominium Act, as amended, and that such person, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of such association as such officer.

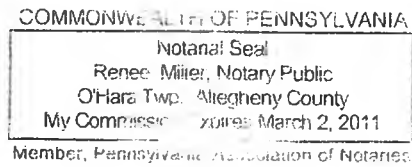
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Renee Miller

Notary Public

My commission expires:

March 2, 2011



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 10th day of December, 2008, before me, a Notary Public in and for said County and State, personally appeared the above named **Seldon Whitaker**, who acknowledged himself to be the Treasurer of **SOUTH NEGLEY COMMONS CONDOMINIUM ASSOCIATION**, an unincorporated association formed pursuant to the Pennsylvania Uniform Condominium Act, as amended, and that such person, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of such association as such officer.

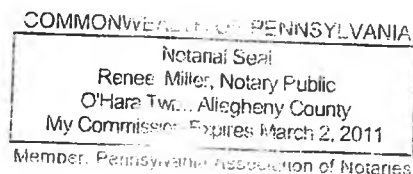
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Renee Miller

Notary Public

My commission expires:

March 2, 2011



AMENDED & RESTATED
RULES & REGULATIONS
(REVISED 12/08)

SECTION III

SOUTH NEGLEY COMMONS CONDOMINIUM ASSOCIATION
5570 Centre Avenue
Pittsburgh, PA 15232

AMENDED AND RESTATED RULES AND REGULATIONS

The Executive Board has adopted the following Rules and Regulations for the mutual safety, comfort, and convenience of all owners, residents, and guests. All persons are required to observe them.

COMMON AREAS

1. The sidewalks, driveways, entries, corridors, vestibules, elevators, stairways and other common areas may not be obstructed in any way.
2. Passenger elevators are for the use of residents and their guests only.
3. Smoking is not permitted in the common areas.
4. No article may be hung from any window or balcony.
5. Outside radio, satellite dish or television antennae are not permitted.
6. No furniture, goods or freight may be delivered into or taken out of the building without prior arrangements with the Building manager. No moving into or out of the building is permitted before 8:00 a.m., after 5:00 p.m., on Sunday, or on holidays. The foregoing does not apply to objects hand-carried by residents.

WASTE DISPOSAL

1. Do not throw rubbish, rags or similar materials into toilets. Damage resulting from such misuse shall be charged to the Unit Owner from whose Unit the damage originates.
2. Residents must dispose of garbage and other refuse in the trash chute on each floor. All unwanted items and items too large for the trash chute must be taken to dumpsters. Wet rubbish and garbage must be wrapped and tied in plastic bags or other waterproof containers to avoid damage to carpeting while being carried, and to avoid unsanitary conditions. Broken glass and crockery must be packaged separately and securely to avoid injury to other residents or building personnel.
3. To avoid stoppage, do not pour waste fats, coffee grounds or other solids into drains. Dispose of these items with your rubbish in closed containers.
4. Recycling of plastic, glass and metal items is encouraged. Recycling containers are available in the trash room on each floor.

FITNESS ROOM

1. The fitness room shall be available only to Residents and their guests.
2. Guests using the fitness room shall be the responsibility of the Resident at all times.
3. Furniture or equipment provided by the Association shall not be removed from the fitness room.
4. Children under 16 must be accompanied by an adult.
5. Additional rules and regulations governing use of the fitness room may be posted in the fitness room.

MISCELLANEOUS

1. No resident (or guests) shall interfere with the safety, rights, comfort and convenience of other residents. This includes creation of noise, disturbances, odors, etc.
2. Nothing may be done that conflicts with municipal ordinances. Residents shall not use the premises for disorderly or immoral purposes, nor in violation of any law relating to the manufacture, possession, use, storage or sale of intoxicating liquors or drugs.
3. Assessments and monthly common charges are due on the first day of the month. See Appendix A for the specifics regarding late payments.
4. Each Unit Owner must carpet 80% of the floors in every area of his or her Unit, with the exception of kitchen, bathroom and foyer.
5. The lobby and office phones are for Condominium business use only and except for emergencies, are not to be used by residents or visitors.

SECURITY, SAFETY AND FIRE

1. Residents should be familiar with the Emergency Procedures detailed in the Community Handbook. — ?
2. All common area doors and unit entrance doors must be kept closed.
3. Explosive or highly inflammable substances must not be brought into or kept in the building. Residents shall not do anything which might in any way increase either the risk of fire or the rate of fire insurance, or which might conflict with the regulations of the Fire Department or other City laws, ordinances rules or regulations.
4. Do not open the lobby door for anyone you do not know.
5. Do not let anyone you don't know follow you into the building. Ask such a person to use the door answering system.

LEASED UNITS

1. A Unit Owner must comply with the requirements of the Declaration in connection with any lease of a Unit. All leases must be in accordance with Article VIII of the Declaration and provide the Resident Information Sheet.
2. It is the Unit Owner's responsibility to notify building management of the tenant's occupancy and departure dates.
3. Payment of monthly common charges is the responsibility of the Unit Owner.

SALE OF A UNIT

1. A Unit Owner is required by law to provide a prospective buyer with copies of the Declaration, the Bylaws and the Rules and Regulations. The owner is also required to provide detailed information regarding the physical condition and financial affairs of the Condominium and the prospective buyer's financial responsibilities regarding the Condominium. The Association will furnish this documentation after written request at a charge to be determined from time to time by the Executive Board.
2. "Open-House" showing of Units is not permitted. An "open-house" is here defined as an open invitation to the public to freely enter the Condominium property for the purpose of viewing a Unit that is for sale or rent. Prospective buyers or renters may be shown a Unit only by its Unit Owner or such Unit Owner's representative.

PARKING

1. Certain parking facilities in the garage and the outdoor lot may, in the Executive Board's sole discretion, be specifically designated by a Parking License for use by a particular Unit Owner or such Unit Owner's guests. Otherwise, no Unit Owner has an inherent right to a specific location in the garage. The Executive Board reserves the right to prohibit or limit parking within the Condominium parking facilities in any manner not inconsistent with the Parking Licenses.
2. Parking shall not be permitted at any time overnight on any access driveway, curb or turf area or on any parking area that may be specifically designated for use solely by a particular Unit Owner and such Unit Owner's guests or other invitees.
3. No trailers, campers, boats or other vehicles (other than passenger automobiles, pick-up trucks, motorcycles and vans) may be parked in the Common Elements.

South Negley Commons Condominium Association

Business Office, 5570 Centre Avenue

Pittsburgh, PA 15232

TO: Market House Unit Owners and Tenants

FROM: Justin Sabo, Building Manager

SUBJECT: Delinquent Accounts

DATE: March 14, 2008

The Executive Board has asked me to forward the following reminder:

The expenses for the operation of Market House are funded by the monthly condominium fees paid by each unit owner. While a solid majority of unit owners pay their monthly assessments on time, ECHO has informed the Executive Board that the number of unpaid, or delinquent, accounts has been increasing over the last several months. If you followed the 2008 budget development process, you know that our operating budget is a lean one, which means that the Condo Association depends on the timely payment of the monthly assessments so that we can in turn pay our monthly bills.

The Declaration of Condominium and the By-Laws provide the Executive Board with guidelines for dealing with delinquent accounts. We are writing this memorandum to outline the steps that the board will take to collect unpaid assessments.

Step #1 "The 15-day Contact" By the 15th of each month, ECHO will provide the Property Manager with a complete list of delinquent accounts as of the first day of that month. A copy of this list will be provided to the Executive Board. The unit owners with delinquent accounts will be contacted to discuss and remedy the situation. Further, the Property Manager will review the steps taken and responses received in executive session at the next monthly board meeting.

Step #2 "The 30-day Letter" If the unit owner fails to pay the delinquent account by the 30th day following the original due date, the unit owner will receive a letter stating that, if payment is not received within 15 calendar days, a penalty of 5% and interest at 4% per annum above prime as of the initial due date will be assessed. The Executive Board will receive copies of all such letters and the status of these delinquent accounts will be discussed in executive session at the next monthly board meeting.

Step #3 "The 45-day Letter" If the amount of the delinquent account has not been paid by the 45th day following the original due date, the unit owner will receive a letter detailing the total amount of the delinquent account including penalties and applicable interest. The letter will also notify the unit owner that, if the total amount of the delinquent account is not fully paid within the next 30-calendar days, a formal recorded lien will be placed on the unit. The lien will include all expenses relative to collection of the delinquent account. The Executive Board will receive copies of all such letters. The status of these delinquent accounts will be discussed in executive session at the next monthly board meeting including the option of initiating foreclosure if the delinquency persists.

We trust that we will have your continued support in this most important matter.

Copies to: Executive Board and Raymond Anthony

COMMUNITY
HANDBOOK

SECTION IV



MARKET HOUSE

Resident Handbook

Introduction

Welcome to your new home at Market House. This handbook is designed as a reference for building services, policies and procedures to help with your move to Market House. It contains phone numbers, addresses and information on subjects that will help orient you to the Market House Condominiums and the surrounding Shadyside area. You will also find outlines of services provided on the premises, safety systems, and the responsibilities of condo owners. For more details please consult the formal condo documents including the Declaration of Condo, the By Laws, the Rules and Regulation provided to unit owner.

We want your first day at your new home to be pleasant, productive and safe. If you have questions about the information presented in the handbook, or suggestions on how we can serve you more effectively, please contact the Building Manager at 412-682-1057.

General Information

BUILDING ADDRESS

To ensure that your mail is delivered properly, it should be addressed as follows:

Your Name,
5570 Centre Ave, Suite #
Pittsburgh, PA 15232

KEYS

New residents must sign a key receipt showing they have received their key and key fob for access into the building and have taken possession of their space. Additional keys and other locksmith services are available through the Management Office for a nominal fee. Residents should contact the Building Manager to change door locks. All doors must be keyed to match the building master system. **If you are locked out of your suite, please call 412-260-2865. If you are locked out between the hours of 4:00 p.m. to 8:00 a.m. and require Building Management services, you will be assessed a fee.**

MOVE-IN/ MOVE-OUT

All resident move-ins must be scheduled and coordinated in advance through the Building Manager. This will ensure access to use the loading dock and availability of carts. All move-ins must take place between 8:00am and 5:00pm Monday thru Saturday.

MAIL SERVICE

Keys to your mailbox will be provided by the Management office upon move-in. Mail can be picked up from your assigned box in the lobby mailbox alcove. Large parcels will be left with the Building Manager for pick-up between 8 a.m. - 4:30 p.m. If keys are lost and/or a lock change is required, a fee will be charged for these services. For your convenience, we have installed a payment box in the lobby for your monthly payments to ECHO. A collection box for out-going mail is also located in the mailbox alcove in the lobby.

SERVICES

UTILITIES

- Electric

Please contact Duquesne Light at 888-393-7100 to arrange for your electric service to be put into your name. Invoices will come directly from provider Duquesne Light.

- Water

South Negley Commons has made arrangements to electronically monitor and read your Pittsburgh Water and Sewer Authority usage. Your invoice for individual usage will come from ECHO Real Estate Services.

- Gas

South Negley Commons has made arrangements to electronically monitor and read your Equitable Gas usage. Your invoice for individual usage will come from ECHO Real Estate Services.

- Phone

Verizon 800-479-1919

Comcast 412-963- 9668

Phone service is arranged between you and the phone company.

- Cable and high speed internet

Comcast 412-963-9668

Verizon High speed Internet 800-660-2215 or 800-483-4000

Cable service is arranged between you and the cable company.

ELEVATORS

Elevator equipment and performance are monitored during regular business hours. Should you experience irregularity or difficulty with elevator service at any time, please identify which elevator car is having the issues and immediately report it to the Building Manager. The elevators are equipped with an emergency call system for 24- hour help. If the fire alarm goes off, the elevators will automatically lower to the lobby, unless the trouble signal is coming from the lobby. In this event the elevator goes to the parking garage level. If an incident occurs of smoke and/or fire the elevator will travel to the lobby floor and the doors will open for exiting, then the elevator will shut off until reset by the building manager.

STORAGE LOCKERS

Market House has provided storage lockers for each resident. The storage lockers can be selected by the resident. Once a selection is made the Building Manager will assign you a padlock that is keyed to match your suite door. The lockers are your responsibility to keep locked at all times. Building Management will not be responsible for lost or stolen items.

*** No flammable items may be stored in the locker at any time.**

PETS

All pets must be registered with the Building Management. Pets must be kept on a leash and accompanied by someone at all times while in common areas. Pet waste must be picked up immediately by the owner and disposed of in proper containers. Owners shall not allow their pets to create noise (barking) which can be heard by other residents.

MULTI-PURPOSE ROOM

The multi-purpose room has been designed for additional living space for all residents. Please keep the volume on the TV to a minimum after 8pm. For special events, the room may be reserved in advance through the Building Management Office. Please re-set the thermostat to 70 degrees upon departure.

A SAFE ENVIRONMENT

The building was designed to minimize the chance of a life threatening emergency and reduce damage in the event that one occurs. The building's life safety system consists of smoke and heat detectors, manual alarm pull stations, fire sprinklers, and emergency communication systems. The building is monitored 24 hours a day from the Fire Alarm Companies Central Control Station. If an emergency should exist, please contact the following:

POLICE DEPARTMENT

- Emergency – 911

FIRE DEPARTMENT

- Emergency – 911
- City of Pittsburgh Fire Department – 412-255-2927

MEDICAL

- Emergency/Ambulance – 911
- In a medical emergency, direct the ambulance, physician or paramedics to use your call box number for access through the gates to the main lobby and if possible have someone waiting at the lobby to let them in and show them to your suite.

BUILDING ALARM SYSTEMS

The activation of a smoke detector, pull station or sprinkler flow switch automatically sets off an alarm, and signals an alarm at the Central Control Station.

In addition, the following events will occur simultaneously:

- A siren sounds on the affected floor and throughout the floors directly above and below.
- Exit signs are lighted.
- Elevators serving the alarm zone return to the Main Lobby.
- City of Pittsburgh Fire Department will be dispatched.

FIRE EMERGENCY PROCEDURES

IF YOU DISCOVER A FIRE

1. Activate the closest available manual pull station.
2. Call the Fire Department at 911. State the address and the location of the fire, its type and severity.
3. Call the Management Office at 412-260-2865. State the location of the fire, its type and severity.