

**DECLARATION OF CONDOMINIUM
OF
METROPOLITAN SHADYSIDE,
a Condominium**

TABLE OF CONTENTS

<u>NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE</u>
I	SUBMISSION; DEFINED TERMS	1
II	ALLOCATION OF PERCENTAGE INTEREST, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; COMMON ELEMENTS; MAINTENANCE RESPONSIBILITIES	3
III	LIMITED AND RESERVED COMMON ELEMENTS	6
IV	EASEMENTS	8
V	USE RESTRICTIONS	9
VI	MORTGAGES	13
VII	RIGHTS OF MORTGAGEES	14
VIII	LEASING	16
IX	BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT	16
X	LIMITATION OF LIABILITY	20
XI	INSURANCE	22
XII	CONDEMNATION	26
XIII	TERMINATION	27
XIV	DECLARANT'S RIGHTS	28
XV	ARBITRATION	29
XVI	AMENDMENT OF DECLARATION	29
XVII	GENERAL	31

EXHIBITS

A	LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY
B	LIST OF EASEMENTS AND LICENSES
C	PLATS AND PLANS
D	PERCENTAGE INTEREST TABLE

DECLARATION OF CONDOMINIUM

for

METROPOLITAN SHADYSIDE, A CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

1.1. Declarant; Property; County; Name. Walnut Neville Commons, L.P., a Pennsylvania Limited Partnership (the "Declarant"), hereby submits the real estate described in Exhibit "A" attached hereto (the "Real Estate") located in the 7th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 et. seq., as amended (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "METROPOLITAN SHADYSIDE" (the "Condominium").

1.2. Easements and Licenses. Attached as Exhibit "B" is a copy of the recorded easements and licenses affecting the Real Estate.

1.3. Defined Terms.

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

1.3.2. Terms Defined Herein. The following terms shall be defined as follows:

a. "Association" means the unincorporated Unit Owners' association of the Condominium that shall be known as the "METROPOLITAN SHADYSIDE"

b. "Building" means any building located on the Property.

c. "Common Elements" means all portions of the Property except the Units.

d. "Common Expenses" means those expenses, both General Common Expenses and Limited Expenses, for which the Association is responsible under this Declaration and the Act.

- e. **"Condominium"** means the Condominium described in Section 1.1 above.
- f. **"Declarant"** means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.
- g. **"Declaration"** means this document, as the same may be amended from time to time.
- h. **"Demising Wall"** means either a structural or non-structural partition as shown on the Plats and Plans which either designates a boundary or is located entirely within a Unit.
- i. **"Eligible Mortgage"** means a first mortgage encumbering a Unit whose holder, insurer or guarantor has submitted a written request to the Association pursuant to the provisions of Article VI.
- j. **"Eligible Mortgagee"** means the holder, guarantor or insurer of an Eligible Mortgage.
- k. **"Executive Board"** means the Executive Board of the Association.
- l. **"General Common Expenses"** means all Common Expenses excluding Limited Expenses.
- m. **"Limited Common Elements"** means any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in this Declaration, and/or (c) identified as such on the Plats and Plans.
- n. **"Limited Expenses"** means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.7 of this Declaration.
- o. **"Percentage Interest"** means the undivided ownership interest in the Common Elements appurtenant to each Unit, the relative voting strength in the Association appurtenant to each Unit and the relative Common Expense liability appurtenant to each Unit as set forth in Section 2.2 of this Declaration.
- p. **"Plats and Plans"** means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as Exhibit "C".

- q. "Property" means the Property described in Section 1.1 above.
- r. "Reserved Common Elements" means any portion of the Common Elements which the Executive Board designates for limited use pursuant to Section 3.2 hereof.
- s. "Unit" means a unit as described herein and shown in the Plats and Plans.
- t. "Unit Owner" or "Owner" means the fee simple owner or owners of a Unit.

ARTICLE II

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

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

2.2. Unit Identification, Percentage Interests. Attached as Exhibit "D" is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined by a fraction having as the numerator the total interior square footage of a particular Unit and as the denominator the total interior square footage of all Units. The square footage of terraces and balconies are not included in such calculation. The Percentage Interest shall determine the share of General Common Expense liability appurtenant to each Unit.

2.3. Voting. Each Unit shall have a vote equal to its Percentage Interest. Class or cumulative voting is not permitted.

2.4. Composition. The Association is hereby organized upon the recording of this Declaration as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, this Declaration and the By-Laws.

2.5. Unit Boundaries. The title lines or boundaries of each Unit are the walls, floors and ceilings situated as shown on the Plats and Plans and are described as follows:

- a. Horizontal boundaries. The upper and lower (horizontal) boundaries of the Unit shall be the following extended to intersections with the vertical boundaries:

(i) Upper boundary. The plane of the upper surface of the finished ceiling material of the Unit.

(ii) Lower boundary. The plane of the lower surface of the finished floor material of the Unit.

b. Vertical boundaries. The vertical boundaries of the Unit shall be the vertical plane of the non-Unit side surface of the drywall, paneling or other finishing material comprising the walls of the Unit, extended to intersections with each other and with the upper and lower boundaries of the Unit.

c. Unit Contents. Each Unit shall also consist of:

(i) The finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, drywall, paneling, tile, carpeting and any other material applied to or comprising the wall, floor or ceiling; entry doors and windows in exterior and perimeter walls, including all door and window frames, excluding, however, the exterior surfaces of entry doors, and trim.

(ii) All built-in and installed fixtures and equipment located within a Unit or located outside the Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building or with utility pipes, lines or systems serving the Building, including HVAC units, furnaces, water heaters and duct-work and piping serving only one Unit.

(iii) All spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in §3202 of the Act which are appurtenant to the Unit.

2.6. Common Elements. The Common Elements shall mean and include the Property (excluding the Units), the air space above the Building and the Property, and those portions of the Building which are not included within the title lines of any Unit and which are not made apart of a Unit pursuant to Section 2.5 above, including but not limited to the following:

a. The following parts of each Unit-containing Building: foundations; walls, floors and ceilings between Units; structural parts, supports, columns and beams not within a Unit; all exterior walls; stairwells and entrance halls (and with respect to any wall separating a stairwell or entrance hall from a Unit, the portion of the wall bordering the stairwell/entrance hall to the Unit); vertical boundary lines as set forth in Section 2.5; all parts of the Building above the upper horizontal Unit boundary and below the lower horizontal Unit boundary set forth in Section 2.5 except for such items

as are made a part of a Unit pursuant to Section 2.5; corridors, stairwells and entrance halls not within a Unit; roofs; all water and sewer lines, ductwork, electric and telephone wires, cable lines, pipes, fixtures, meters and/or equipment serving the Common Elements or more than one Unit, or both; excluding, however, furnaces, water heaters and duct-work and piping serving only one Unit.

- b. All other apparatus, equipment and installations existing for the common use.
- c. ~~Storage lockers and garage parking spaces~~ that may be assigned by the Executive Board for the exclusive use of a Unit Owner.
- d. Limited Common Elements as set forth in Article III.

2.7. Maintenance Responsibilities.

a. General. Maintenance responsibility is divided into responsibility for performance and responsibility for payment. Each Unit Owner is responsible for both performance of and payment for all maintenance, repair and replacement required for his Unit, including parts of the Unit outside of the Unit boundaries, such as HVAC. In general, the Association is responsible for performing and paying for the maintenance, repair and replacement of both the Common Elements and the Limited Common Elements, including but not limited to the roofs, exterior walls and exterior surfaces of entryway doors, landscaped areas, parking garage and storage lockers. Except as otherwise specified in the Declaration, the cost of the maintenance, repair and replacement of specific Limited Common Elements is charged as a Limited Expense, and payment responsibility is shared by the Unit Owner or Owners having the right to use such specific Limited Common Element in the same proportion as the respective Percentage Interests of such Units.

b. Specific Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association respectively in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. The Association may provide for Association maintenance of Unit components where such items involve matters of concern related to the general health, safety and welfare of all occupants of the Condominium and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Association. The cost of maintenance, repair and replacement of balconies and terraces shall be the responsibility of the Unit Owners of Units to which such balconies or terraces abut.

2.8. Relocation of Unit Boundaries. Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject to compliance with the provisions of Section 3214 and 3215 of the Act. Subdivision or conversion of the Units by the Declarant pursuant to Section 3215(c) of the Act may not result in more than six (6) additional Units. Unit Owners may not subdivide Units after the initial purchase from Declarant. Declarant shall also have the right to convert Common Elements to Limited Common Elements.

2.9. Services. The Association will provide additional luxury services and amenities, including valet parking (as described in Section 3.3 below), 24-hour a day security, meeting rooms, guest suites and fitness rooms. The cost of such services and amenities will be treated as General Common Expenses to the extent that they apply to the entire Condominium (such as the valet parking, security and fitness rooms). Recovery of costs will be supplemented by assessments on a "per use" basis where applicable (such as the meeting rooms and guest suites). The Executive Board will have the authority to set rates for the use of such amenities.

ARTICLE III

LIMITED AND RESERVED COMMON ELEMENTS

3.1. Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are specified herein as "Limited Common Elements" or are marked on the Plats and Plans as Limited Common Elements. Further, the Declarant may assign additional Limited Common Elements pursuant to the provisions of Section 3209 of the Act by (a) a written instrument of assignment or (b) including the information in the deed to the Unit to which such Limited Common Element shall be appurtenant or (c) by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. In general, Limited Common Elements shall be for the exclusive use of the Unit or Units to which such Limited Common Elements are appurtenant. For example, balconies and terraces are assigned as Limited Common Elements appurtenant to the Units that they abut.

3.2. Reserved Common Elements. Reserved Common Elements are parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use established by the Executive Board. This will include storage spaces or lockers, which will be assigned, but not conveyed to any Unit Owner.

3.3. Parking. To the extent garage parking spaces are available, each Unit Owner will be entitled to purchase from the Declarant or the Association one (1) parking space for

use by the Unit Owner for self-parking of the Unit Owner's vehicle. The self-parking space will be a Limited Common Element appurtenant to the Owner's Unit. In addition, there will be valet parking twenty-four (24) hours each day, and each Unit Owner is entitled to purchase a license for one (1) vehicle. Declarant reserves ownership of all rights to utilize the parking spaces until each parking space is sold or licensed to a Unit Owner. All conveyances are sold or subject to the restrictions that (a) all purchasers must be Unit Owners; and (b) all of the By-laws and Rules and Regulations of the Association must be complied with. Parking spaces will not be subject to the payment of a monthly fee for use, but maintenance of the self-parking areas will be assessed as Limited Common Elements. The cost of the balance of the parking garage and all valet parking services will be a General Common Expense. Upon the sale of the last Unit to a Unit Owner, Declarant shall assign ownership of all unassigned parking spaces to the Association, and the Executive Board on the Association's behalf will have all of Declarant's rights listed above.

3.4. Use and Maintenance of Terraces and Balconies.

a. General. Private ground level and rooftop terraces and balconies will be Limited Common Elements. The cost of maintenance, repair and replacement will be assessed to and paid in accordance with Section 2.7 b. above. Such work will either be performed by the Association or by the Unit Owner, with the approval of the Declarant/Executive Board.

b. Private ground level terraces. Owners will not generally be restricted as to improvements, furnishings and plantings, except that improvement plans and landscaping plans must be submitted to the Declarant/Executive Board for prior written approval. Owners will be permitted to use outdoor gas or propane grills on the private ground level terraces.

c. Balconies. All flooring systems and improvements are subject to prior written approval of the Declarant/Executive Board. A Unit Owner who proposes flooring systems or improvements must show that weight restrictions on the balconies will not be violated. Improvements shall not be visible from the street. No awnings or hanging plants are permitted, and no outdoor grills of any kind may be utilized.

*Amended
June 25, 2010*

d. Rooftop Terraces. All flooring systems and improvements are subject to prior written approval of the Declarant/Executive Board. A Unit Owner who proposes flooring systems or improvements must show that weight restrictions on the roof will not be violated. Improvements shall not be visible from the street. Awnings are permitted. The cost of maintenance, repair and replacement of privacy dividers will be shared by Unit Owners as Limited Common Elements. Owners will be permitted to use outdoor gas or propane grills on rooftop terraces.

3.5 Utility Billings. Water and sewer service may not be separately metered and accordingly will be billed as part of the General Common Expenses to each Unit Owner. The

Declarant and the Association retain the option to bill each Unit Owner for actual usage and to install appropriate metering devices for such purpose. Gas and electric shall be separately metered and paid for by each separate Unit Owner. Each Unit will have a gas line for the furnace and the hot water heater. In addition, each Unit Owner has the right to extend the gas line to the kitchen for a gas stove.

3.6 Locker. A storage locker will be assigned to each Unit as a Reserved Common Element for exclusive use by that Unit Owner. Maintenance of the locker area will be charged as a General Common Expense.

ARTICLE IV

EASEMENTS

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

a. Access Easement. Each Unit Owner is hereby granted an easement on, over and through the Common Elements for the purpose of assuring to each Unit Owner adequate and uninterrupted access to and maintenance of each Unit.

b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, the rights of Declarant, the Association, 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. The Declarant and the Association shall have the right to install a water meter for any or every Unit in order to bill one or more Unit Owners for actual water and sewer usage.

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

achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Construction Easement. Until the expiration of seven (7) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purpose necessary to complete any renovations or work to be performed by the Declarant.

4.2. Declarant's Easement for Development, Construction and Sales Representatives. Declarant reserves an easement on, over and under Common Elements and unsold Units for all purposes relating to the construction, development, leasing, sale and marketing of Units and other improvements on the Property. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, and maintenance of models and offices and the erection and maintenance of directional and promotional signs.

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

a. The right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium; and

b. A reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. Each Unit Owner shall furnish the Association with a set of all keys necessary for use by the Association and the Association's employees and agents to gain access to his Unit in the exercise of such rights at the time any locks are changed or installed in the doors to such Unit. The Association shall maintain appropriate security measures to prevent access to such keys by unauthorized persons.

ARTICLE V USE RESTRICTIONS

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

- a. Subdivision. No Unit, except a Unit owned by Declarant, may be divided or subdivided into a smaller unit.
- b. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the other Unit Owners.
- c. Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Rules and Regulations promulgated by the Association, at all times subject, however, to ordinances of the City of Pittsburgh.
- d. Residential Units. Units shall be used only as a residence for a single "family," or such other uses permitted by this Declaration. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose. For purposes of this restriction, "family" shall be defined as an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or not more than two (2) unrelated persons living as a single housekeeping unit. If zoning regulations permit professional activities to be conducted within the Units, application may be made by a Unit Owner to the Executive Board for approval to conduct such newly permitted use of his Unit. Each such application shall be considered by the Executive Board on an individual basis. Notwithstanding the foregoing provision, no professional activity can be approved by the Executive Board which activity will generate additional traffic through the Property. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
- e. Animals. No animals of any kind shall be raised, bred or kept in the Condominium, except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board. All animals must be kept leashed when outside the Units. No animals shall be left unattended.
- f. Obstruction and Storage. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

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

h. Architectural Controls. Except as expressly permitted by this Declaration and the Rules and Regulations, installations which extend beyond the boundaries of the Unit into the Common Elements are not permitted. Further, a Demising Wall may not be relocated or altered without the written consent of the Executive Board, and provided further, that the provisions of Section 5.2 are adhered to. Unit Owners are not permitted to paint, or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of any Unit.

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

j. Signs.

(i) With the exception of the rights reserved to Declarant, no sign, poster, billboard or other advertising device of any character shall be erected, hung, flown or maintained on or over the Common Elements or shown or displayed from or over the Units without prior written approval having been obtained from the Executive Board. No such sign or notice may be placed in or on the Common Elements or Limited Common Elements. The Executive Board may summarily cause all unauthorized signs to be removed or destroyed.

(ii) The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements.

k. Exterior Decorative Displays. No flags, banners, holiday decorative lights, flower boxes, etc., may be displayed without prior written approval of the Executive Board.

l. Structural Changes. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building.

m. Vehicle Storage. Except as provided herein, there shall be no outside storage upon any Limited Common Elements or Common Elements of any automobile, truck, tractor, mobile home, camper, boat or other transportation device of any kind, unless approved by the Executive Board and permitted by the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Limited Common Elements or Common Elements except for normal maintenance or emergency repairs. In addition, the Executive Board shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on the Property.

5.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, and, if such change results in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed change addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. A request shall include a certification from an architect that such change, addition, alteration or improvement will not impact the structural integrity of the Building. The Executive Board shall act upon requests within sixty (60) days after receipt thereof, and shall be deemed to have denied such request where no response is made within that period. Application to any governmental authority for necessary permits shall only be made by a Unit Owner after such Unit Owner has received prior written approval of the Executive Board for such application and submit a copy of such a proposed application to the Executive Board for approval; provided, further, that if the Executive Board so desires, the Executive Board shall be the applicant as agent for and at the expense of the Unit Owner, provided the Executive Board shall not incur any liability by reason of acting as such agent of the Unit Owner.

5.3. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be adopted from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. Initially, the Rules and Regulations shall be proposed by the Declarant and adopted by the first Executive Board. During the period of Declarant control, Declarant shall continue to have the right to adopt and amend the Bylaws, without prior notice to the Unit owners, but subject to adoption by the Executive Board. Any further adoption or amendment of the Rules and Regulations

shall require the Executive Board to give at least thirty (30) days' written notice to all Unit Owners of the proposed rules and regulations (or amendments) and provide all Unit Owners with an opportunity to comment on the proposed rules, either in writing or at a regular or special meeting of the Board, prior to the adoption or amendment of the Rules and Regulations.

ARTICLE VI MORTGAGES

6.1. Mortgages. A Unit Owner may voluntarily encumber or subject his Unit to a mortgage lien. There are no restrictions imposed hereby on the right of a Unit Owner to mortgage his Unit. However, a mortgagee shall have no right to (a) participate in the adjustment of losses with insurers or in the decision as to whether or not repair or restore damage to or destruction of the Property, (b) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners pursuant to Section 3312 of the Act, or (c) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be repayable, without penalty, upon any termination of the Condominium. No mortgagee, as the term is defined in this Declaration, will be considered a Unit Owner by reason of holding such mortgage but only in the event legal title is, in fact, vested in such mortgagee.

6.2. Eligible Mortgagee.

a. In order to be an "Eligible Mortgagee" and be entitled to the rights set forth in this section or elsewhere in this Declaration, the holder, insurer or guarantor of mortgage encumbering a Unit must provide to the Association a statement of its name, address and Unit mortgaged. Upon receipt of notice from an Eligible Mortgagee, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added. The Secretary shall maintain a register of such Eligible Mortgages, showing the names and address of the Eligible Mortgagees.

b. An Eligible Mortgagee shall be entitled on written request to receive from the Executive Board a written statement of any delinquent assessments or other defaults by the Unit Owner, copies of any notices of default sent to the Unit Owner and copies of budgets and financial reports sent to the Unit Owner. An Eligible Mortgagee shall be permitted to examine on request, the current Declaration, By-Laws, Rules and

Regulations, and records and financial statements of the Executive Board during regular business hours at the Executive Board's office.

c. When an Eligible Mortgagee obtains title to the Unit as a result of foreclosure of the Eligible Mortgage, or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses chargeable to such Unit prior to the date on which title is so acquired.

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

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

ARTICLE VII RIGHTS OF MORTGAGEES

7.1. Rights of Eligible Mortgagees. An Eligible Mortgagee (which by definition includes the insurers or guarantors thereof) shall, upon written request to the Executive Board, which request shall state the name and address of such mortgagee, insurer or guarantor, be entitled to timely written notice of:

a. Any proposed amendment of the Declaration effecting a change in (i) the boundaries of any Unit or the exclusive Limited Common Elements appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit; (iii) the liability for Common Expenses appertaining to any Unit; (iv) the number of votes in the Association appertaining to any Unit; (v) the purposes to which any Unit or the Common Elements or Limited Common Elements are restricted; excepting from the foregoing, however, amendments pursuant to rights reserved by the Declarant in Section 16.1(d) relating to Units then owned by the Declarant; and

b. Any proposed termination of the Condominium; and

c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage by any such Eligible Mortgagees; and

d. Any delinquency in the payment of assessments or charges owed by the owner of a Unit subject to the mortgage of any such Eligible Mortgagee, when such delinquency has continued for a period of sixty (60) days; and

e. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

7.2. Additional Rights of Eligible Mortgagees. To the extent permitted by applicable law, holders of Eligible Mortgages shall also be afforded the following rights:

a. Any restoration or repair of the Condominium, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the Plats and Plans, unless other action is approved by Eligible Mortgagees holding Eligible Mortgages encumbering Units having at least fifty-one percent (51 %) of the votes of the Units subject to Eligible Mortgages;

b. Except when the formula for reallocation of the Percentage Interest and the Common Elements appurtenant to each Unit after partial condemnation or partial destruction of the Condominium is fixed by applicable law, no reallocation of interest in the Common Elements resulting from partial condemnation or partial destruction of the Condominium may be effective without the prior approval of Eligible Mortgagees holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51 %) of the votes of such remaining Units subject to Eligible Mortgages;

c. In the event that a professional management firm has been previously required by any Eligible Mortgagee or eligible insurer or guarantor, any decision to establish self management by the Association shall require the prior consent of the Unit Owners to which at least sixty-seven percent (67 %) of the votes in the Association are allocated and the approval of Eligible Mortgagees on the Units having at least fifty-one percent (51 %) of the votes of the total number of Units subject to Eligible Mortgages.

ARTICLE VIII

LEASING

8.1 Residential Unit Leases. A Unit Owner may lease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased for transient or hotel purposes or for any period less than one (1) year; (2) no Unit may be leased without a written lease on a form approved by the Executive Board; (3) no Unit may be leased to other than a "family;" (4) a copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (5) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease and the lessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

8.2 Exceptions. The foregoing restrictions shall not apply to leases made by Declarant or by an Eligible Mortgage takes title pursuant to foreclosure.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1 Annual Assessments. The Executive Board shall prepare an annual budget for each fiscal year of the Association in accordance with the provisions of the Act. Common Expenses under the budget shall be allocated in accordance with each Unit's Percentage Interest, with Limited Common Expenses allocated to each Unit in accordance with each Unit's Percentage Interest relative to all Unit's Percentage Interest to which such Limited Common Elements are allocated.

9.2 Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

9.3 Payments. a. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Each monthly Common Expense assessment shall consist of a base assessment of \$350.00, as adjusted in accordance with Section 9.3(b) below (the "Base Monthly Assessment"), plus a variable assessment based on the Percentage Interest of each Unit (the "Variable Monthly Assessment"). The Variable Monthly Assessment for each individual Unit shall be equal to the total assessment of Common

Expenses which must be paid by all Units based on the annual budget, less the aggregate annual amount of the Base Monthly Assessments of all the Units, multiplied by the Percentage Interest of each individual Unit divided by 12 months. Each Unit's monthly Common Expense assessment shall be equal to the sum of such Unit's Base Monthly Assessment plus each Unit's Variable Monthly Assessment, plus any assessments for Limited Expenses and any special assessments or fines. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. Liability for assessments for Common Expenses and Limited Expenses shall commence with respect to a Unit upon conveyance of that Unit by the Declarant, and Declarant shall have no liability for any assessments prior to such conveyance. Further provided, however, with respect to any Units that the Declarant leases, Declarant shall have an obligation to pay the Common Expense and Limited Common Expense assessment calculated for such Unit for, and only during the period that, the Unit is occupied by a tenant.

b. The Base Monthly Assessment for each Unit payable during each year, commencing with January of the second calendar year after the initial recording of the Declaration, shall be adjusted up (but shall never be adjusted down) beginning on the first day of January of each calendar year, by multiplying \$350.00 by a fraction whose denominator is the Index Figure for the month of October, 2006 (the "Base Date") and whose numerator for each period is the Index Figure for October of each successive year thereafter. The term "Index Figure" shall mean the "All Items" figure from the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series)", sometimes identified as the CPI-W (1982-84 = 100), prepared by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor or any successor index thereto, appropriately adjusted. In the event that the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the increased rental shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by BLS or, if BLS shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice-Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as the Executive Board shall determine shall be substituted for the Consumer Price Index. If BLS changes the publication frequency of the Consumer Price Index so that a Consumer Price Index is not available to make an increased rental adjustment as specified herein, said adjustment shall be based on the percentage difference over the twelve-month periods closest preceding the twelve-month periods contemplated herein for which a Consumer Price Index is available for the beginning and ending months thereof.

9.4. Surplus. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves shall be credited to each Unit Owner in accordance with their Percentage Interest, said credits to be applied to the assessments due from said Unit Owners under the next fiscal year's budget.

9.5. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten (10%) percent of the Association's total budget for that fiscal year without the prior approval of two-thirds (2/3) of the Unit Owners.

9.6. Reserve. Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees at time of settlement an amount equal to two (2) months Common Expense assessment. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Executive Board may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds.

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

9.8. Interest and Late Charges. All Common Expense Assessments and Special Assessments shall be subject to a reasonable late charge, with the amount to be determined at the discretion of the Executive Board, which late charge will be levied as of the tenth (10th) day following the due date for the payment of any such assessments. Initially, the late charge will equal five percent (5%) of the amount of the late payment. Sums assessed by the Executive Board against any Unit Owner shall also bear interest thereon at the rate of fifteen (15%) percent annum or such other rate as may be determined by the Executive Board from the 60th day following the due date of any such assessment. If any assessments are past due for more than sixty (60) days, the Executive Board may accelerate all of the assessment payments due from such Unit Owner for that fiscal year of the Association, and the total amount assessed against the Unit Owner for that fiscal year but not yet paid shall become immediately due and payable.

9.9. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment

at a later date, such new assessment shall likewise be treated as Common Expense assessment adopted and assessed on an annual basis, but payable in equal monthly installments.

9.10. No Exemption or Waiver. No Unit Owner is exempt from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

9.11. Personal Liability of Unit Owners. All sums assessed by the Association as a Common Expense assessment or Special Assessment, together with late charges and interest thereon, shall constitute the personal liability of the owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay the assessment or other charge on the date on which it is due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including attorneys' fees, incurred in the collection of delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such.

9.12. Unpaid Assessments upon Execution Sale Against a Unit. Any unpaid assessments that cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the Sheriff's Sale, the successors and assigns of the former Unit Owner and any holder of a Eligible Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure.

9.13. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of this Article (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses that are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act. Notwithstanding the foregoing, any holder of an Eligible Mortgage which comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses or Limited Expenses accruing prior to the date of possession, or for fees, charges, late charges, fines and interest charged pursuant to Section 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Eligible Mortgagee in lieu of foreclosure, and any such

charges may be reassessed by the Executive Board as Common Expense to be collected from all of the Unit Owners (including said Eligible Mortgagee which acquired such Unit in lieu of foreclosure).

ARTICLE X LIMITATION OF LIABILITY

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

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

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except as provided in Section 3303(a) of the Act;

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

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

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the liability of an individual Executive Board member to the extent caused by such Executive Board member's own willful misconduct or gross negligence; and

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

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

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

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

ARTICLE XI
INSURANCE

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

a. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine which provides equal or greater protection for the Unit Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units (including, but not limited to, those portions of the interior and exterior walls of the Building not included in the definition of a Unit), and may, at the option of the Executive Board, cover the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and debris removal. The Executive Board may also obtain demolition coverage and such other hazard insurance coverage as the Executive Board deems appropriate. If such hazard insurance becomes unavailable in the future, the Executive Board shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Article shall be reviewed annually by the Executive Board, and shall be not less than one hundred percent (100%) of the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation and other items normal excluded from coverage), with an "agreed amount endorsement" and an "inflation guard endorsement," if available.

b. Comprehensive liability insurance, complying with the requirements of this Article, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or any Unit Owner. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) Combined Single Limit covering all claims for personal injury (including medical payments) and property damage. The Executive Board may arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Allegheny County. The insurance obtained by the Executive Board shall include

protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered, in such amounts as are deemed appropriate by the Executive Board. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Executive Board and may be changed in its discretion, provided that such shall continue to comply with the requirements of this Article.

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

d. Such workers' compensation insurance as applicable law may require.

e. Insurance to satisfy the indemnification obligation of the Association and all Unit Owners set out in Article X hereof, if and to the extent available.

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

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

b. All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania, if possible, and, for the hazard insurance policy described above, the Executive Board shall endeavor to use a company holding a rating of Class A or better by Best's Insurance Reports, or by an equivalent rating or bureau should Best's Insurance Reports cease to be issued. Exclusive authority to adjust losses under all policies shall be vested in the Association or its authorized representative. Prior to the adjustment of any such loss, the Association shall decide whether, if the Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retraining such an adjuster. If such decision shall be in favor of using a public adjuster, the Association shall retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Association's authorized representative.

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

d. Such policies shall not be canceled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days prior written notice to each Unit Owner and all holders of Eligible Mortgages whose names and addresses are on file with the insurer.

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

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

g. The insured under each policy required pursuant to this Article shall be the Association.

h. Each insurance policy required to be carried by the Association pursuant to this Article shall be endorsed to provide that all proceeds shall be payable to the Association.

i. Coverage may not be prejudiced by: (1) any act or neglect of one or more Unit Owners when such act or neglect is not within the control of the Association; or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the condominium property over which the Association has no control.

j. All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (1) without the prior written approval of the Association; or (2) when in conflict with any requirement of law.

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

1. In the event that any of the requirements of this Article become unenforceable because of changes in applicable laws or regulations affecting the insurance industry, or become unavailable due to unreasonable expense or changes in the insurance market, such provisions shall each be deemed severable and may be temporarily or permanently eliminated by the Executive Board upon receipt of a written opinion from an independent insurance agent or other consultant stating the basis why such insurance requirement is not enforceable or available, as the case may be. At least sixty (60) days prior to taking any such action, the Executive Board shall give written notice to each Unit Owner and Eligible Mortgagee who has registered with the Association and such action may be blocked by written petition or referendum of a majority of the Unit Owners or the written objection of Eligible Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units. Nothing contained in this paragraph shall be deemed to limit any requirements of Article VII hereof, and in the event of an inconsistency, Article VII shall prevail.

11.3. Unit Owner Insurance.

a. The Executive Board shall have the power to establish reasonable maximum limits for such coverage and to require all Unit Owners to carry such other types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, the inside surfaces of Demising Walls, ceilings and floors, and the contents of the Units. All insurance carried by Unit Owners all comply with the provisions of this Section and shall be carried with insurance companies satisfying the requirements of this Article.

b. All additional insurance obtained by any Unit Owner shall be at his own expense; PROVIDED, HOWEVER, that: (1) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (2) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the condominium property at any particular time.

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

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

b. If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "a" above.

c. Any release or waiver referred to in subparagraphs "a" and "b" hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

ARTICLE XII CONDEMNATION

If all or any part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Executive Board shall act on behalf of the Association and Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Association as trustee for all of the Unit Owners and their mortgagees. After such determination, each Unit Owner shall be entitled to a share of the damages equal to the Percentage Interest in the Common Elements appurtenant to his Unit. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective Units.

ARTICLE XIII
TERMINATION

13.1. Means of Termination. The Condominium may be terminated in the following manner:

a. By Statute. As provided by the Act.

b. Destruction. In the event there is substantial destruction of all of the Buildings and eighty (80%) percent of the Unit Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one (51%) percent of the votes of the Units that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Condominium form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania.

c. General Provisions. The termination of the Condominium shall be evidenced by a certificate of the Executive Board executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania. When the Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be in the same proportion of the fair market value of such Unit Owner's interest to the fair market value of the interest of all Unit Owners determined in accordance with Section 3220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with Section 3220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Unit Owner or lien or as if owned in common in which event the net proceeds of

sale shall be divided among all the Unit Owners in proportion to the fair market value of their respective Percentage Interests determined in accordance with Section 3220 of the Act; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from his share of such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act or in the alternative, the Act, if appropriate.

ARTICLE XIV DECLARANT'S RIGHTS

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

a. Until the 60th day after conveyance of 25% of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

b. Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, one of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) 180 days after 75% of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.

d. Declarant may remove and appoint replacements for any members of the Executive Board appointed by the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

14.2. Declarant's Use for Sales Purpose. Declarant shall have the right to maintain sales offices, management offices and models for use in connection with the sale and leasing of Units in the condominium. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office

or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association. There shall be no more than one office at a time and it shall not be larger than a Unit.

14.3. Signs. Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate to advertise the sale and/or leasing of Units, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs. Declarant and any successor in interest, including the Association, shall have the right to erect and maintain signs to advertise the entrance to the Condominium.

ARTICLE XV ARBITRATION

Any disputes arising concerning the interpretation of this Declaration shall be submitted to binding arbitration before a single arbitrator. The rules of the American Arbitration Association shall govern all such proceedings and this shall be a common law arbitration pursuant to the provisions of 42 Pa.C.S.A. Section 7341 or successor legislation.

ARTICLE XVI AMENDMENT OF DECLARATION

16.1 In General. Subject to the other provisions of this Declaration relative to amendment, this Declaration and the Declaration Plans may be amended in the following manner:

- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- b. Resolution. An amendment may be proposed by either the Executive Board or by twenty (20%) percent of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of sixty-seven (67%) percent of the Unit Owners. Owners not present at the meetings considering the amendment may express their approval, in writing, or by proxy, given before such meeting was held.
- c. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty-seven (67%) percent of the record owners

of the Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Allegheny County, Pennsylvania.

d. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and mortgagees so affected shall consent; no amendment shall change any Unit nor the percentage share in the Common Elements or Limited Common Elements, and any other of its appurtenances nor increase the Unit Owner's share of the Common Expenses unless the owner of the Unit concerned and the Eligible Mortgagee with respect thereto shall join in the execution of the amendment and further, except to the extent permitted by applicable law, no amendment shall change any of the provisions governing the following without the approval of holders of Eligible Mortgages encumbering at least fifty-one percent (51%) of the Units which are encumbered by Eligible Mortgages: (i) voting rights; (ii) increases in monthly assessments that raised the previously assessed monthly amount by more than twenty-five percent (25%), assessment liens, or their priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (vi) redefinition of any Unit boundary; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (ix) hazardous or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; (xii) restoration or repair of the Property (after damage or partial condemnation) in a manner other than specified in Declaration; or (xiii) any provisions which are for the express benefit of Eligible Mortgagees or eligible insurers or guarantors of Eligible Mortgages on the Units. Notwithstanding the provisions of Article XIII hereof, the Condominium may not be terminated for any reason other than substantial destruction or condemnation of the Condominium Property, without the approval of holders of Eligible Mortgages encumbering at least sixty-seven percent (67%) of the Units which are subject to Eligible Mortgages. No amendment of this Declaration shall make any change that would in any way affect any of the rights, privileges, powers, and options of the Declarant unless the Declarant shall join in the execution of such amendment. Notwithstanding the foregoing, the Declarant reserves the right to change the location, interior design, and arrangement of all Units and to alter the boundaries between Units, subdivide Units as well as to combine Units so long as Declarant owns all the Units so changed or altered. Such changes or alterations shall be reflected by an amendment to this Declaration and the Declaration Plans, and said amendment need only be executed by Declarant and the holders of any Eligible Mortgages on said Units. If more than one Unit is converted, the Percentage Interests of the Units affected shall be duly apportioned. If, in the judgment of the Executive Board, any amendment is necessary

to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Plats and Plans which is ineffective or inconsistent with any other provision hereof or thereof or with the Act, or applicable provisions of the Act, or to change, correct or supplement anything appearing or failing to appear in the Plat and Plans which is incorrect, defective or similarly inconsistent, or if any such amendment is necessary to conform to the then-current requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration with respect to condominium projects, the Executive Board may effect an appropriate corrective amendment without the approval of Unit Owners or the Eligible Mortgagees upon its receipt of an opinion from independent counsel that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plans. Each such amendment shall be effective upon the recording thereof in the Recorder's Office of Allegheny County, or any successor thereto, of an appropriate instrument setting forth the amendment and its adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

c. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Allegheny County, Pennsylvania.

16.2. Effective Dates. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

16.3. Deemed Approval of Mortgagee. If any amendment acquires the approval of an Eligible Mortgagee and such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives proper notice of the proposal, the required approval of such Eligible Mortgagee may be assumed, provided that the notice was delivered by certified or registered mail, with a "return receipt".

ARTICLE XVII

GENERAL

17.1. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover

damages, or to collect any charges or damages, and failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Before an individual Owner may act to enforce any provisions of this Declaration against the other Owner, written notice must be given.

17.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions.

17.3. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

17.4. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

17.5. Exhibits. The following exhibits are attached:

- A. Legal Description of Metropolitan Shadyside
- B. List of Easements and Licenses
- C. Plats and Plans
- D. Percentage Interest Table

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this ____ day of _____, 20_____.

WITNESS/ATTEST

DECLARANT:

WALNUT NEVILLE COMMONS, L.P., a
Pennsylvania limited partnership

By: WALNUT NEVILLE COMMONS, INC., a
Pennsylvania Corporation, its general partner

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR CONDOMINIUM

ALL THAT CERTAIN lot or piece of ground situate in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the southeast corner of Bayard Street and North Neville Street; thence along the easterly side of North Neville Street, South 18 degrees 35 minutes 35 seconds east, a distance of 335.90 feet to the true place of beginning; thence along the dividing line of the herein described property inlands now or formerly of first chairman of Angelical Lutheran Congregation recorded in deed book volume 2268 page 609, north 68 degrees 34 minutes 10 seconds east, a distance of 294.67 feet to a point; thence continuing along a dividing line of the herein described property inlands of owners of lots denoted as block 52-E, lots 154 through lot 142-I inclusive of Allegheny County tax records, south 38 degrees 30 minutes 0 seconds east, a distance of 254.46 feet to a point; thence continuing along a dividing line of the herein described property in lots 25, 4 and 3 of the A.H. Miller Plan of Lots recorded in plan book volume 6 page 276 of the Allegheny County records, south 75 degrees 8 minutes 0 seconds west, a distance of 381.76 feet to a point at the easterly right of way line of North Neville Street; thence continuing along the easterly right of way line up North Neville Street, north 18 degrees 35 minutes 35 seconds west, a distance of 199.86 feet to the true point of beginning.

BEING designated in the Deed Registry Office of Allegheny County at Block 85-S, Lot 265.

EXHIBIT "B"

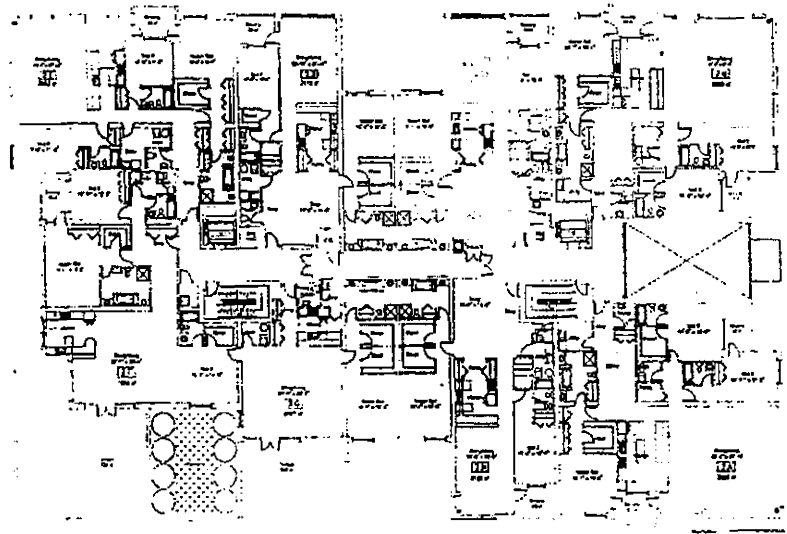
LIST OF EASEMENTS AND LICENSES

EXHIBIT "C"

PLATS AND PLANS

THE PLAT FOR METROPOLITAN SHADYSIDE
CONDOMINIUM WAS RECORDED IN THE OFFICE OF THE RECORDER OF
DEEDS OF ALLEGHENY COUNTY, PENNSYLVANIA ON _____ AT PLAN BOOK
VOLUME _____, PAGE _____.

THE PLANS FOR METROPOLITAN SHADYSIDE ARE
ATTACHED THERETO AND MADE A PART OF THEREOF.



Second Floor

RESIDENCE DESCRIPTION

- 2A - 2,026 sq ft and 425 sq ft balconies
- 2B - 2,265 sq ft and 170 sq ft balconies
- 2C - 2,115 sq ft and 31 sq ft balconies
- 2D - 2,115 sq ft and 31 sq ft balconies
- 2E - 2,423 sq ft and 95 sq ft balconies
- 2F - 2,362 sq ft and 120 sq ft terrace
- 2G - 2,021 sq ft and 366 sq ft terrace
- 2H - 2,122 sq ft and 33 sq ft balconies

NEVILLE STREET



METROP

The features, equipment

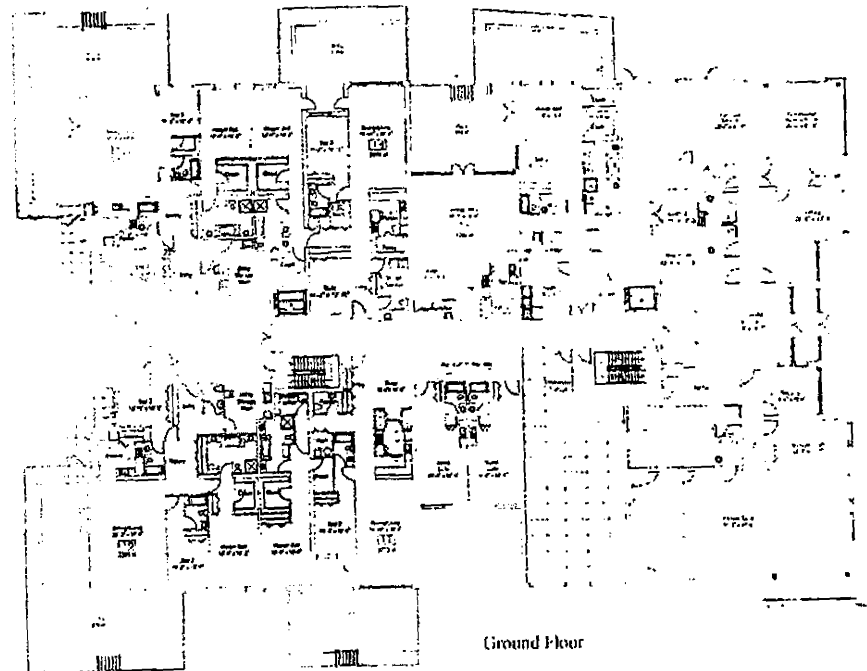
METROPOLITAN

WALNUT CAPITAL

ASTORINO



The features, equipment and materials contained on this page are representative only and may be changed or substituted in sole discretion of the developer



NEVILLE STREET

Ground Floor

**RESIDENCE
DESCRIPTION**

- 1-A 2,290 sq ft and 942 sq ft patio
- 1-B 2,271 sq ft and 556 sq ft patio
- 1-C 2,393 sq ft and 376 sq ft patio
- 1-D 2,490 sq ft and 374 sq ft patio
- 1-E 2,211 sq ft and 256 sq ft patio



METROPOLITAN

WALNUT
CAPITAL

ASTORINO



The features, equipment and materials contained on this page are representative only and may be changed or substituted in sole discretion of the developer.

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
METROPOLITAN SHADYSIDE, A CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM, made as of this 7 day of June, 2007, by Walnut Neville Commons, L.P., a Pennsylvania Limited Partnership (the "Declarant"), for itself, its heirs, successors, grantees and assigns.

WITNESSETH:

A. Pursuant to a Declaration of Condominium recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 13158, page 323 (the "Declaration") and the plat (the "Plat") and building plans (the "Plans") recorded in Plan Book Volume 257, page 109 (which Declaration, Plats and Plans are referred to collectively as the "Condominium Documents"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. Section 3101, et seq. (the "Act") certain real estate situate completely within Allegheny County and more fully described in Exhibit "A" to the Declaration, and created a condominium known as "METROPOLITAN SHADYSIDE, a Condominium" (the "Condominium").

B. The Condominium has been incorrectly indexed in the Office of the Recorder of Deeds of Allegheny County under Lot and Block Number 85-S, Lot 265. The correct Lot and Block Number is 52-E, Lot 116. The purpose of this Amendment is to correct the assigned Lot and Block number of the real estate submitted to the above-referenced provisions of the Act.

NOW THEREFORE, pursuant to the provisions of Article XVI of the Declaration and Section 3219 of the Act, Declarant and the Association hereby execute the following amendment to the Declaration:

1. All capitalized terms used here in which are not otherwise defined herein shall be as defined in the Declaration.
2. Exhibit "A," Legal Description for Condominium, contained in the Declaration is hereby deleted in its entirety and replaced with Exhibit "A," Legal Description for Condominium, as attached to this Amendment.
3. Except as specifically amended hereby, the Declaration shall remain in full force and effect.

EXHIBIT "A"

LEGAL DESCRIPTION FOR CONDOMINIUM

ALL THAT CERTAIN lot or piece of ground situate in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the southeast corner of Bayard Street and North Neville Street; thence along the easterly side of North Neville Street, South 18 degrees 35 minutes 35 seconds east, a distance of 335.90 feet to the true place of beginning; thence along the dividing line of the herein described property inlands now or formerly of first chairman of Angelical Lutheran Congregation recorded in deed book volume 2268 page 609, north 68 degrees 34 minutes 10 seconds east, a distance of 294.67 feet to a point; thence continuing along a dividing line of the herein described property inlands of owners of lots denoted as block 52-E, lots 154 through lot 142-1 inclusive of Allegheny County tax records, south 38 degrees 30 minutes 0 seconds east, a distance of 254.46 feet to a point; thence continuing along a dividing line of the herein described property in lots 25, 4 and 3 of the A.H. Miller Plan of Lots recorded in plan book volume 6 page 276 of the Allegheny County records, south 75 degrees 8 minutes 0 seconds west, a distance of 381.76 feet to a point at the easterly right of way line of North Neville Street; thence continuing along the easterly right of way line up North Neville Street, north 18 degrees 35 minutes 35 seconds west, a distance of 199.86 feet to the true point of beginning.

BEING designated in the Deed Registry Office of Allegheny County at Block 52-E, Lot 116.

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
METROPOLITAN SHADYSIDE, A CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM, made effective as of this 28th day of July, 2009, by **Walnut Neville Commons, L.P.**, a Pennsylvania Limited Partnership (the “**Declarant**”), for itself and its heirs, successors, grantees and assigns.

WITNESSETH:

A. Pursuant to a Declaration of Condominium recorded in the Allegheny County Department of Real Estate, Pennsylvania, at Deed Book Volume 13158, page 323 (the “Declaration”) and the plat (the “Plat”) and building plans (the “Plans”) recorded in Plan Book Volume 257, page 109, (which Declaration, Plats and Plans and any amendments thereto are referred to collectively as the “Condominium Documents”), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. Section 3101, et seq. (the “Act”) certain real estate situate completely within Allegheny County and more fully described in Exhibit “A” to the Declaration (with the legal description being revised pursuant to the First Amendment to Declaration of Condominium, recorded June 12, 2007, at Deed Book Volume 13268, Page 35), and created a condominium known as “METROPOLITAN SHADYSIDE, a Condominium” (the “Condominium”).

B. The Declarant has determined that a corrective amendment is necessary to correct an inconsistency between the Plan and the Declaration (as set forth below).

C. The Declarant is the current Owner of a particular unit within the Condominium (the “Unit”). The Unit is designated on the Plans as Unit “3J”. However, on Exhibit “D” to the Declaration, the Unit is mistakenly designated as Unit “3I”. The Unit has been assigned the following Allegheny County Parcel ID Number: 52-E-166-3I.

D. The Declarant now wishes to cure this inconsistency.

NOW THEREFORE, pursuant to the provisions of Article XVI of the Declaration and the Act, the Declarant hereby executes the following amendment to the Declaration:

1. All capitalized terms used herein which are not otherwise defined herein shall be as defined in the Declaration.
2. The Unit, which was mistakenly designated on Exhibit "D" to the Declaration as Unit "3I", shall henceforth be designated as Unit "3J" in conformity with the Plans as recorded. The Unit shall retain the Allegheny County Parcel ID Number 52-E-166-3I.
3. In accordance with the Declaration, the Percentage Interests appurtenant to each Unit henceforth shall be as set forth in Exhibit "1" attached hereto, which Exhibit "1" is hereby substituted for Exhibit "D" attached to the Declaration.
4. This correction shall henceforth run with Unit 3J and be binding upon all Unit Owners and their respective heirs, successors and assigns.

Except as specifically amended hereby, the Declaration shall remain in full force and effect.

WITNESS/ATTEST

DECLARANT:

WALNUT NEVILLE COMMONS, L.P., a Pennsylvania limited partnership

By: WALNUT NEVILLE COMMONS, INC., a Pennsylvania Corporation, its general partner

By:
Name: Todd E. Reidbord
Title: President

WITNESS/ATTEST

OWNER:

WALNUT NEVILLE COMMONS, L.P., a Pennsylvania limited partnership

By: WALNUT NEVILLE COMMONS, INC., a Pennsylvania Corporation, its general partner

By:
Name: Todd E. Reidbord
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, 29 day of July, 2009, before me, the undersigned officer, a notary public, personally appeared **TODD E. REIDBORD**, who, being duly sworn according to law, deposes and says that he is the President of **WALNUT NEVILLE COMMONS, INC.**, a Pennsylvania Corp., the sole General Partner of **WALNUT NEVILLE COMMONS, L.P.**, a Pennsylvania Limited Partnership, and acknowledges that he executed the foregoing instrument on behalf of said limited partnership for the purposes therein contained by signing his name as such officer.

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

Notary Public

My commission expires:

C:\Documents and Settings\Jennifer\Local Settings\Temporary Internet Files\OLK6FC\AMENDMENT TO DECLARATION Third 313106009.doc

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer J. Dupai, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 29, 2012
Member, Pennsylvania Association of Notaries

Exhibit 1

PERCENTAGE INTERESTS

Unit	Percentage Interest
1A	2.8919
1B	1.6077
1C	3.0367
1D & 1E	4.6385
2A	2.8729
2B	2.7821
2C	2.3593
2D	2.3599
2E	1.9849
2F	2.7880
2G	2.1426
2H	1.9969
3A	2.4433
3B	1.5156
3C	2.4109
3D	2.3414
3E	2.3413
3F	2.3969
3G	1.8921
3H	1.8326
3J	1.9953
4A	2.4175
4B	1.5163
4C	2.3938
4D	2.3451
4E	1.9901
4F	2.8952
4G	1.5636
4H	2.0392
5A	2.4309
5B	1.5076
5C	2.3941
5D	2.3422
5E	2.3538
5F	2.5711
5G	3.2884
6A	3.2565
6B	3.0691
6C	3.2072
6D	3.4650
6E	2.3226

EXHIBIT "D"
PERCENTAGE INTERESTS

Unit	Percentage Interest
1A	2.342208
1B	2.325843
1C	2.447556
1D	2.444488
1E	2.263452
2A	3.054075
2B	2.964069
2C	2.183674
2D	2.163218
2E	2.580520
2F	2.006730
2G	2.067075
2H	2.170378
3A	2.580520
3B	1.605793
3C	2.573360
3D	2.183674
3E	2.163218
3F	2.580520
3G	1.915701
3H	1.963772
3I	2.170378
4A	2.580520
4B	1.605793
4C	2.573360
4D	2.183674
4E	2.163218
4F	2.591771
4G	1.671252
4H	2.170378
5A	2.580520
5B	1.605793
5C	2.573360
5D	2.183674
5E	2.163218
5F	2.591771
5G	2.751327
6A	3.482628
6B	3.253521
6C	3.014186
6D	3.041802
6E	2.468012

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
METROPOLITAN SHADYSIDE, A CONDOMINIUM**

THIS SECOND AMENDMENT, made and effective as of the 25th day of June, 2010, by the METROPOLITAN SHADYSIDE CONDOMINIUM ASSOCIATION (the "Association").

WHEREAS, WALNUT NEVILLE COMMONS, L.P., a Pennsylvania limited partnership (the "Declarant"), by Declaration of Condominium for Metropolitan Shadyside, A Condominium dated February 26, 2007, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania (the "Recorder") in Deed Book Volume 13158 page 323 (the "Declaration"), submitted certain real estate situate in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, as further described in Exhibit "A" to the Declaration, to the provisions of the Uniform Condominium Act, 68 Pa.C.S.A. § 3101 et seq. (the "Act"), and created the condominium known as Metropolitan Shadyside, A Condominium (the "Condominium") which Condominium is governed by the Association; and

WHEREAS, the Declarant adopted and recorded the First Amendment to Declaration of Condominium for Metropolitan Shadyside, A Condominium, dated June 7, 2007 and recorded in the Recorder's Office in Deed Book Volume 13268, page 35 (the "First Amendment"), which First Amendment, *inter alia*, corrected the legal description for the Condominium; and

WHEREAS, in accordance with the section 16.1 (b) of the Declaration and section 3219 of the Act, at least 67% of the Unit Owners, including the Declarant, have adopted this resolution to amend the Declaration as hereinafter provided.

NOW, THEREFORE, be it known that the Association does officially adopt the following revisions and amendments to the Declaration of Condominium for Metropolitan Shadyside, A Condominium to which all of the Unit Owners shall be subject:

1. The last sentence of paragraph 3.4(c) of the Declaration is hereby deleted, and in its stead the following is inserted:

No awnings or hanging plants are permitted. Owners are permitted to use outdoor gas or propane grills on balconies.

2. The following section is added as 3.4(e) to the Declaration:

e. Use of Outdoor Grills. Only outdoor gas or propane grills may be used on private ground level terraces, balconies or rooftop terraces. No charcoal grills may be utilized. All use must be in compliance at all times with applicable codes and regulations, including, without limitation, all applicable fire codes.

IN WITNESS WHEREOF, the undersigned officers have certified that, in accordance with the section 16.1 (b) of the Declaration and section 3219 of the Act, by proposal of the Executive Board at a duly-held Unit Owners' meeting on June 21, 2010, the above Second Amendment to the Declaration of Condominium for Metropolitan Shadyside, A Condominium has been adopted by at least sixty seven percent (67%) of the Unit Owners, and have hereunto set their hands as of June 25, 2010 to the above Amendment.

WITNESS/ATTEST:

METROPOLITAN SHADYSIDE
CONDOMINIUM ASSOCIATION

By: Eva T. Bleum
Secretary

By: [Signature]
President

ACKNOWLEDGMENT

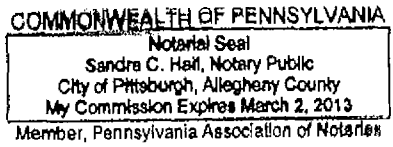
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

ON THIS the 19 day of June, 2010, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared STEWART B. BARNES, who acknowledged him/herself to be the President of the Metropolitan Shadyside Condominium Association, and, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Sandra C. Hall
Notary Public

MY COMMISSION EXPIRES:

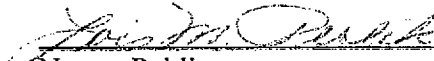


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

ON THIS the 25th day of June, 2010, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared Eric T. Blum, who acknowledged him/herself to be the Secretary of the Metropolitan Shadyside Condominium Association, and, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lois M. Perlik, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Aug. 14, 2010
Member, Pennsylvania Association of Notaries



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

Instrument Number: 2013-32869

BK-DE VL-15437 PG-352

Recorded On: November 19, 2013 As-Deed Agreement

Parties: METROPOLITAN SHADYSIDE CONDO ASN

To METROPOLITAN SHADYSIDE CONDO ASN

of Pages: 4

Comment: AMENDMENT

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

Deed Agreement 150.00
0
0
Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified On/By-> 11-19-2013 / B K
NOT A DEED OF TRANSFER

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

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

File Information:

Record and Return To:

Document Number: 2013-32869
Receipt Number: 2516209
Recorded Date/Time: November 19, 2013 01:44:59P
Book-Vol/Pg: BK-DE VL-15437 PG-352
User / Station: S Kubiak - Cash Super 07

LISA M BURKHART ESQ
1109 GRANT BLDG
310 GRANT ST
PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive

to
The Declaration of Condominium
of

Metropolitan Shadyside Condominium Association
City of Pittsburgh, 7th Ward

WHEREAS the Metropolitan Shadyside Condominium Association located at 537 N. Neville St., Pittsburgh, PA 15213 was formed under the Uniform Condominium Act of Pennsylvania and both the Declaration and the Act includes provisions for future amendments, and

WHEREAS, the Metropolitan Shadyside unit owners want to better control/minimize the noise, dust and inconvenience associated with long, drawn-out construction/renovation projects that get underway in private apartments,

NOW THEREFORE, be it known that the Association does hereby officially adopt the following amendment to the Declaration of Condominium for the Metropolitan Shadyside Condominium Association for this purpose. To wit:

Effective immediately, the association (via its Executive Board) shall restrict and enforce reasonable controls to limit the length of time personal/private in-unit construction/renovation work may be done at the Metropolitan except when the renovation work is necessary because of a *force majeure*, i.e. a significant fire, explosion, major water leak, etc. which renders one or more apartment(s) unlivable, in which case the within defined time limitation permitted for construction work shall be extended at the discretion of the Board. The fact that a selected contractor is delayed for any reason or special ordered materials are on back order does not in and of itself satisfy the standards of a force majeure. The specific policy hereby adopted includes but is not limited to the following standards, protocols and specific time limitations on discretionary construction work undertaken in private homes:

- 1) Before any private in-unit construction/renovation work may begin, any new or current unit owner or his/her contractor must check in (register) with the building office to record the official start date of the project. In the event this is not done, the date of the City issued building permit, if any, shall be used to establish the official start date for the job. If no building permit is issued the start date will be estimated by the building site manager and/or office attendant who has personal knowledge of the approximate start date for the construction project.

- 2) Private in-unit construction/renovation projects must be completed within six (6) months of the official start date defined above.
- 3) All of the Association's Rules, Protocols and good neighbor standards now in place, or Rules, Protocols and good neighbor standards that may be adopted in the future regarding permitted work days, work hours, daily clean-up obligations of the contractor(s), the restricted use of elevators, parking arrangements, loading and unloading (including delivery restrictions/regulations) and the contractor's duty to remove construction waste/debris, etc. shall be strictly followed and obeyed.
- 4) Failure to comply with any of the within referenced policies, protocols or time limits shall subject the responsible unit owner to a fine of up to \$150 per day assessed by the governing Board of the Association for each day a contractor (or sub-contractor) fails to abide by the standards and protocols defined herein.
- 5) A lien may be filed by the Association against the unit for any unpaid fees/charges or fines owed by the unit owner.
- 6) Additional standards/regulations may be adopted by Resolution of the Executive Board as necessary to enforce these standards and/or exercise better control over disturbing private in-unit construction projects.

This policy will be recorded in the public records of the Department of Real Estate of Allegheny County (formerly known as the Recorder of Deeds Office) with an immediate effective date. Unit owners are urged to keep a copy of this Amendment with the rest of the governing documents they have regarding the operating standards/protocols of this Association.

IN WITNESS WHEREOF, the undersigned officers have certified that, in accordance with Section 16.1 (b) of the Declaration and Section 3219 of the Act, this amendment was adopted by the affirmative vote of at least sixty-seven percent (67%) of the Metropolitan Shadyside unit owners at a duly-called Unit Owners' meeting held on Oct 28, 2013, as witnessed and affirmed by the hand and seal of the President and Secretary respectively affixed hereto on this ~~4th~~ day of Nov. 2013.

WITNESS/ATTEST:

President: *Bernie Gutman*

Secretary: *John 3rd*

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLLVANIA)

SS:

COUNTY OF ALLEGHENY)

ON THIS 4th day of November, 2013 before me, a Notary Public, in and for the State and County aforesaid the undersigned officer, personally appeared Barney Guttman and Peter Z. Cohen who acknowledged themselves to be the President and Secretary respectively of the Metropolitan Shadyside Condominium Association and, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Lisa M. Burkhardt
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhardt, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 31, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Mail To:
Lisa M. Burkhardt, Esq.
1109 Grant Bldg.
310 Grant Street
Pgh. PA 15219