

**DECLARATION OF CONDOMINIUM
OF
THE STRIP LOFTS**

Pursuant to the provisions of the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. §3101 *et. seq.*, as amended

DECLARATION OF CONDOMINIUM
THE STRIP LOFTS

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. FRONTIER LOFTS, STRIP, L.P., a Pennsylvania limited partnership ("Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto and incorporated herein by reference, located in the City of Pittsburgh, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "The Strip Lofts" (the "Condominium").

Section 1.2 Defined Terms.

1.2.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.2.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

1.2.2.1 "Association" means the Unit Owners' Association of the Condominium and shall be known as "The Strip Lofts Condominium Association."

1.2.2.2 "Building(s)" means any building(s) included in the Property.

1.2.2.3 "Bylaws" mean the Bylaws of the Association as the same may be lawfully amended from time to time, created under and pursuant to the Act and which also serve as the code of regulations of the Association.

1.2.2.4 "Common Areas" and "Common Elements" are used interchangeably to mean all of the Condominium Property except that portion described in this Declaration as constituting a Unit or Units.

1.2.2.5 "Common Expense" means the expenditures made or liability incurred by or on behalf of the Association, together with any allocations to reserves, including general common expenses and limited common expenses.

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

1.2.2.7 "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights, as defined in the Act.

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

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

1.2.2.10 "Limited Common Elements" means the Limited Common Elements described as such in the Act, all of the parking spaces located under or in the Building and the storage areas, as shown on the Plats and Plans, and all Common Elements that are subsequently assigned as Limited Common Elements pursuant to Section 3.1 hereof.

1.2.2.11 "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed against the Units to which such Limited Common Elements are assigned.

1.2.2.12 "Permitted Mortgage" means a mortgage to a bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender or a purchase money mortgage to Declarant or a Unit Seller.

1.2.2.13 "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "B" and made a part hereof, as the same may be amended from time to time.

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

1.2.2.15 "Real Estate" means Exhibit "A".

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

1.2.2.17 "Unit Owner" means a purchaser of a Unit.

~~1.2.3 The following terms when used herein shall have the meanings set forth~~
below:

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

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

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

Section 2.1 Percentage Interests/Voting Rights. The undivided ownership of Common Elements appurtenant to each Unit is equal for all Units, irrespective of size, cost, or location of such Unit. General Common Expenses are apportioned equally among all Units, irrespective of size, cost, or location of such Unit. Each Unit shall have one vote in the Association. Combined Units, once combined, are considered as one Unit for purposes hereof.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in paragraphs (1) and (3) of §3202 of the Act which are appurtenant to the Unit.

Section 2.3 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. Ordinary maintenance and repair of Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant at the time the expense was incurred. Outside wall of courtyard, parking lot repairs and maintenance and structural repairs and/or replacements of Limited Common Elements shall be the responsibility of the Association, the costs to be charged as Limited Common Expenses.

Section 2.4 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §3215(a) of the Act may not result in more than thirty-four (34) Units.

**ARTICLE III
ALLOCATION AND RESTRICTION OF
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 3.1 Limited Common Elements. The Limited Common Elements shall mean and include:

3.1.1 All plumbing fixtures servicing one (1) or more than one but less than all Units and located partially within and partially outside the designated title lines of such Unit or Units.

3.1.2 All electrical equipment and wiring serving one (1) or more than one, but less than all Units and located partially within and partially outside the designated title lines of such Unit or Units.

3.1.3 The air conditioning, heating and ventilating ducts and compressor serving each Unit.

3.1.4 The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits, gas lines, fire protection system, security system, intercom, and utility chases serving one or more than one but less than all Units and located partially within and partially outside the title lines of such Unit or Units.

3.1.5 The interior walls between Units (except the surface of the wallboard or plaster on the Unit-side of such walls), for the Units divided by such walls.

3.1.6 Licensed parking spaces and storage areas.

3.1.7 All other parts of the Condominium Building and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving one (1) or more than one but less than all Units and located partially within and partially outside the designated title lines of such Unit or Units.

Section 3.2 Common Elements, Percentage Interest of Unit Owners. The Common Elements shall mean and include:

3.2.1 The land, the streets, the air space above the Condominium Buildings and said land, and those portions of the Condominium Buildings which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to Section 2.2. hereinabove, and which portions are not designated as Limited Common Elements pursuant to Section 3.1. hereinabove.

3.2.2 The following parts of the building foundations; structural parts, supports, columns; beams; certain of the exterior walls; all portions of the building below the upper surface of the concrete sub-floor of the first floor level of such Building; roofs;

stairways; all fresh water, discharged water and sewer lines and associated equipment serving the Common Elements and/or all Units; and electric and telephone wires, cable lines, pipes, gas pipes and conduits, fixtures, meters and/or equipment serving the Common Elements and/or all Units.

3.2.3 Portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements.

3.2.4 Installations of all central services, elevator and utilities and water, gas, cable, security system, fire protection system, intercom, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements and/or all Units.

3.2.5 All other apparatus and installations existing for common use.

3.2.6 Parking areas not subject to parking licenses until so licensed.

3.2.7 All portions or other parts or elements of the Property or the Building necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Plats and Plans made a part of a Unit or designated as Limited Common Elements, and such facilities as are designed herein and in the Bylaws as Common Elements.

Section 3.3 Allocation of Percentage Interest. The percentage of undivided interest in the Common Elements in fee simple appurtenant to each Unit shall be as set forth in Section 2.1 hereof and, except as otherwise provided herein or in the Bylaws, such percentage shall not be altered except by the Declarant, or by the recording of an amended Declaration duly executed by all of the Unit Owners affected thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" mean only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold and/or reasonably contemplated Units.)

Section 3.4 General Common Expenses. Each Unit Owner shall be liable for a share of the General Common Expenses such share being equal to every other Unit. General Common Expenses shall include:

3.4.1 Expenses of administration, maintenance, repair and replacement of the Common Elements;

3.4.2 Expenses agreed upon as common by all the Unit Owners; and

3.4.3 Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws or any rules and regulations adopted by the Association.

3.4.4 Insurance premiums for any insurance coverage as set forth in this Declaration, the Public Offering Statement, the Bylaws and any rules and regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the Association; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the insurance premiums as such premiums become due.

3.4.5 Reserves for repair or replacement.

ARTICLE IV EASEMENTS

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

4.1.1 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain signs, sales offices, management offices and models throughout the Property. Declarant may maintain signs in its Units and on the Common Elements advertising Units in the Condominium owned by Declarant for sale or lease and otherwise advertising unsold Units and the Condominium in general. 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. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements, in its Units or other Units in the Condominium. 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.

4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

4.1.3 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 4.1.3 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.

4.1.4 Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in a Building, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a Building.

4.1.5 Encroachments. If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Executive Board, then an easement appurtenant to such Common Element, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event the building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Elements and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

4.1.6 Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Executive Board (i) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

4.1.7 Miscellaneous.

4.1.7.1. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units, Limited Common Elements and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board, and each Unit Owner, purchaser, mortgagee and any other person having an interest in said Property, Units, Common Elements or any portion thereof.

4.1.7.2. The Units, the Limited Common Elements and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Property for the purpose of tying into and using any and all present easements and utilities on the Property to favor other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

4.1.7.3 In the event of any inconsistency between the easements and rights described herein and those in the Declaration and Establishment of Easements, Conditions, Reservations and Restrictions recorded simultaneous herewith and incorporated herein by reference, the easements, conditions, reservations and restrictions created in this Declaration shall prevail.

ARTICLE V DECLARANT AND UNIT OWNER COVENANTS

Section 5.1 Declarant, its successors and assigns, by this Declaration, and all future owners of the "Units," by their acceptance of their deeds, covenant and agree as follows:

5.1.1 That the Common Areas and facilities shall remain undivided, and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Condominium.

5.1.2 That each Unit shall be occupied and used by its Unit Owner only as a private dwelling for the Unit Owner, his or her family, tenants and social guests and for no other purpose.

5.1.3 The owner of each Unit agrees that if any portion of the Common Areas and facilities encroaches upon a Unit of others, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of each Unit agree that minor encroachment of parts of the Common Areas and facilities due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

5.1.4 That an owner of a Unit shall automatically, upon purchase of a Unit, become a member of the Association, and shall remain a member of said Association until such time as his or her ownership of the Unit ceases for any reason, at which time his or her membership in said Association shall automatically cease.

5.1.5 That the owners of Units covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Bylaws and any rules and regulations adopted by the Association which are made a part hereof.

5.1.6 That each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws and decisions and resolutions of the Association or its designee, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

5.1.7 That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and, if required, the mortgagees of all of the mortgages covering the Units, agree to such revocation or amendment by duly recorded instruments pursuant to the terms hereof.

5.1.8 That no owner of a Unit may exempt himself or herself from liability for his or her contribution towards the General Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities and/or by the abandonment of his or her Unit.

ARTICLE VI AMENDMENT OF DECLARATION

Section 6.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 6.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE VII
USE RESTRICTIONS

Section 7.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the covenants, restrictions, rules and regulations of the Association, the Bylaws and the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended 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.

Section 7.2 Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 7.3 Actions. In addition to any other remedies provided in this Declaration, Declarant, (and/or the Association, and/or each Unit Owner) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against any Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the rules of the American Arbitration Association.

Section 7.4 Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the Act's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

FIRST AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of the single Building which is to be a Building within the Condominium and the completion of Unit 3A in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. Certificates of Completion have been recorded for the Building and for Unit 3A therein, and improvements thereof, and that Building and Unit are acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 3A

3. The Building and Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.
6. The term "Plats and Plans" as used in the Declaration shall henceforth mean not only the Plats and Plans originally recorded with the Declaration, but also those amendments to the Plats and Plans as may be amended and recorded from time to time, all of which are made a part hereof.

IN WITNESS WHEREOF, the said Frontier Lofts Strip, L.P. has caused its name to be signed to these presents by its general partner on this 28th day of October, 1998.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: Joedda Sampson
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing First Amendment to Declaration of Condominium of The Strip Lofts Condominium, for the purposes contained therein.

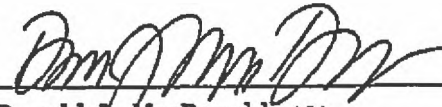
Sharon D. Warnick
Notary Public

My Commission Expires:

Notarial Seal
Sharon D. Warnick, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 3, 1999
Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

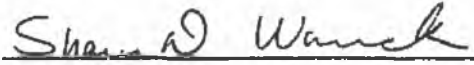
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 3A is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this, the 27th day of Oct, 1998, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:
11

Notarial Seal
Sharon D. Warnick, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 3, 1999
Member, Pennsylvania Association of Notaries

DECLARATION AND ESTABLISHMENT OF EASEMENTS, CONDITIONS,
RESERVATIONS AND USE RESTRICTIONS

THE STRIP LOFTS
City of Pittsburgh
County of Allegheny
Commonwealth of Pennsylvania

THIS DECLARATION AND ESTABLISHMENT OF EASEMENTS,
CONDITIONS, RESERVATIONS AND USE RESTRICTIONS made this 27th day of October,
1998, by FRONTIER LOFTS, STRIP, L.P., a Pennsylvania limited partnership, owner in fee
simple of the real estate herein described.

WITNESSETH:

WHEREAS, FRONTIER LOFTS, STRIP, L.P., a Pennsylvania limited
partnership (hereinafter the "Partnership") is the owner of a parcel of real estate located in the
City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more fully
described as Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "the
Land"); and

WHEREAS, the Partnership anticipates developing the Land as a condominium to
be known as The Strip Lofts; and

WHEREAS, it is the desire of the Partnership to create and declare certain
easements, conditions, reservations and restrictions for the benefit of the Partnership and all

owners of condominium units anticipated for The Strip Lofts development in the Land.

NOW, THEREFORE, with the foregoing recitals being incorporated herein by reference, as though fully set forth at length, and with the intent to be legally bound, the Partnership hereby sets forth the following:

ARTICLE 1

SUBMISSION

Section 1.1 The Partnership, owner in fee simple of the Land described in Exhibit "A" attached hereto, hereby submits said Land to the following easements, conditions, reservations and restrictions stated in Article 3.

ARTICLE 2

DEFINITIONS

Section 2.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

- (a) "Building(s)" means the building constructed on the Land.
- (b) "Common Open Spaces" shall mean those Open Spaces, title to

which shall be transferred to The Strip Lofts Condominium Association at the earlier of tender by the Declarant and acceptance thereof by the Association or sale of the last Unit in the Condominium.

(c) "Condominium" means The Strip Lofts, to be formed by filing of a Declaration of Condominium and related documents.

(d) "Declarant" means Frontier Lofts, Strip, L.P.

(e) "Easement" means any area under or over which a utility line or lines is located or as further specified herein.

(f) "Land" means the real estate described at Exhibit "A" attached hereto.

(g) "Open Space(s)" means the Open Space(s), if any, as shown on the Plat(s) and Plans, and all buildings and structures erected thereon and improvements thereto.

(h) "Plat(s)" or "Plats and Plans" means the same as recorded, or to be recorded, subdividing the Land, and creating, along with the Declaration, the Condominium Units, as the same may be amended from time to time.

(i) "Unit" means a Condominium living unit contemplated to be twenty-five (25) to thirty-four (34) in number, to be constructed within the Building upon the Land.

ARTICLE 3
EASEMENTS

Section 3.1 Easements. Declarant hereby creates the following easements in the Land, which easements shall be in addition to those easements created in the Declaration of Condominium for The Strip Lofts, filed with the Recorder of Deeds of Allegheny County:

(a) Easement for Advertising Signs. Declarant shall have the right to maintain on the Land such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs on the Land.

(b) Easement for Access to Real Estate. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Open Space for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the real estate, including the right to modify the location of improvements to the Open Space to facilitate such ingress, egress, and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress, and regress, and the grading or re-

grading of landscaped areas of the Open Space.

(c) Easement for Use of Unit Owners in the Land. Each Unit Owner shall have an easement and right-of-way in the Land for the following purposes:

(1) to permit ingress, egress, and regress for persons, motor vehicles, equipment, material and supplies to and from any of the Land owned by Declarant and over The Strip Lofts, as described on the Plats and Plans.

(2) to permit the installation, maintenance, service, repair and replacement of public or private utilities for the use of Unit Owners.

(3) to provide access to and enjoyment in common with others of the Common Open Space.

Section 3.2 Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of The Strip Lofts Condominium Association to be hereinafter created, to adopt rules and regulations governing the use of the easements herein granted to Unit Owners.

ARTICLE 4

USE RESTRICTIONS

The Condominium Use Restrictions hereinafter enumerated shall be deemed in effect until amendment by the Executive Board and shall apply to and be binding upon all present and future Unit Owners, mortgagees, lessees and occupants of the Units and Common Elements and their agents, employees, invitees and any other person or entity who or which may use the same. The Unit Owners shall at all times obey said Use Restrictions, Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Capitalized terms in this Article shall refer to terms defined in the Declaration or the Bylaws of The Strip Lofts Condominium Association. Said Rules and Regulations are subject to further restrictions that may be set forth in the Bylaws as follows:

Section 4.1 The walks, entrances, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.

Section 4.2 The personal property of all Unit Owners shall be stored within their Condominium Units or storage lockers.

Section 4.3 The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

Section 4.4 Refuse and garbage shall be placed in the designated refuse removal containers and disposed of in accordance with the local ordinances.

Section 4.5 Employees of the Executive Board shall not be used to perform any function or service except that for which they are so employed.

Section 4.6 No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, licensees and tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owners shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television set, radio or sound amplifier, in his Unit in such manner as to disturb or annoy other residents. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time in such a manner as to disturb or annoy other residents.

Section 4.7 No radio or television aerial, satellite dish, antenna or wiring shall be installed without the written consent of the Executive Board. The Executive Board may remove, without notice, any aerial antenna or wiring erected or installed without the

written consent of the Board. Unit Owners for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna or wiring.

Section 4.8 Except as otherwise permitted in the Declaration, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Land, Condominium, the Property, or in, on or upon any part of a Unit by any Unit Owner or occupant.

Section 4.9 No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of Building, without the prior written consent of the Executive Board. Nothing shall be placed on or in or projected from the exterior doors, unit entrance doors, windows or window sills, including, without limitation, awnings, air conditioners, ventilators or fans. No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on balconies, patios or in or on the Common Element or Limited Common Elements without prior written consent of the Executive Board. No additions to or extensions of any Unit which shall change the vertical and horizontal boundaries of such Unit shall be permitted.

Section 4.10 The Executive Board may require the removal of any interior blinds, shades, screens, decorative panels, window or door coverings attached to or hung, or used in connection with any window or door in a Unit, in such manner as to be visible

to the outside of the Building, if the same, in the sole discretion of the Executive Board, are offensive or inappropriate in appearance.

Section 4.11 No nuisances shall be allowed upon the Land nor any use or practice which is the source of nuisances to occupants or which interferes with the peaceful possession and proper use of the Land by its condominium residents. No Unit Owner shall permit any use of his Unit to make any use of the Common Elements which will increase the rate of insurance upon any part of the Property.

Section 4.12 No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 4.13 Only normal household pets will be permitted in the Condominium Units. In no event shall any pet be permitted in any outside area to run freely and must be leashed and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements or Limited Common Elements. No lines, chains, dog houses or other pet shelters shall be permitted on any portion of the Common Elements or Limited Common Elements. All pets must be properly licensed and vaccinated. No Unit Owner shall permit his pet to disturb any other Unit Owner. If the pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board, if a majority of the Executive Board shall so vote, the Executive Board shall

order the permanent removal of the pet from the Condominium, and the owner of said pet shall permanently remove said pet within fifteen (15) days after receipt of such order.

Section 4.14 All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

Section 4.15 Drains, water closets, baths, showers and the like shall not be used for any purpose other than that for which designed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. The cost of repairing any damage to any Building resulting from any such misuse shall be borne by the Unit Owner of the Unit where the misuse occurred.

Section 4.16 No Unit Owner shall bring or shall permit or suffer to be brought into or kept in a Unit any highly inflammable or combustible, or any explosive or otherwise extra-hazardous, fluid, material, chemical or substances except those in common use for ordinary household purposes.

Section 4.17 Any complaints regarding the maintenance and condition of the Common Elements and Limited Common Elements or the actions of the Executive Board or ~~its officers, agents, employees or independent contractors, or of any other Unit Owner or any~~

members of his family, guests, employees or independent contractors, shall be made in writing to the Executive Board or which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action is taken by the Unit Owner.

Section 4.18 Any consent or approval given by the Executive Board under these rules may be revoked or modified at any time.

Section 4.19 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Land, Building, or contents thereof, applicable for residential use, 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.

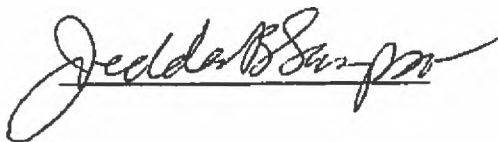
Section 4.20 Each Unit Owner shall be responsible for his own insurance on the contents of the Unit, his additions and improvements thereto, including decorating and furnishing thereof, and all of his personal property therein and his personal property stored elsewhere in the Building. In addition, each Unit Owner will be personally liable for damages to the extent coverage is not provided by the liability insurance for all of the Unit Owners obtained as part of the General Common Expenses as herein provided.

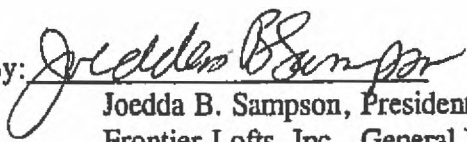
If any Unit Owner or other resident of a Unit shall willfully violate any of the provisions of the Bylaws, Declaration and Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions, the Executive Board may provide the resident with a written five (5) day notice to cease such violation. If the Unit Owner or other resident should fail to comply with the terms of the notice the Executive Board may levy against the Unit Owner and against the resident if not a Unit Owner a reasonable fine beginning on the sixth (6th) day of the notice and continuing until such time as the Unit Owner or resident complies with the section of the Bylaws, Declaration or this Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions violated. The daily fine may not exceed 1/12th of the annual assessment.

IN WITNESS WHEREOF, the said FRONTIER LOFTS, STRIP, L.P., a Pennsylvania limited partnership, has caused its name to be signed to these presents on this 27th day of October, 1998.

ATTEST:

FRONTIER LOFTS, STRIP, L.P., a
Pennsylvania limited partnership



By: 
Joedda B. Sampson, President,
Frontier Lofts, Inc., General Partner

J:\RE\48031\003\RESTRICT.CLE

EXHIBIT A

ALL those certain lots or picces of ground situate in the 6th Ward of the City of Pittsburgh County of Allegheny and commonwealth of Pennsylvania, being Lot Nos. 1, 2, 3, 5 and 6 in the Block 12 of the Springfield Farm Plan of Denny Estate, recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 6, pages 181 to 187.

BEING known and designated as Block 25-F, Lots 177 and 183 in the Dced Registry Recorders of Allegheny County.

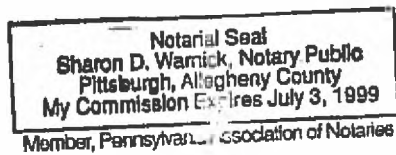
BEING the same premises which Michael J. Rubino, Jr., unmarried by deed dated January 30, 1998 and recorded February 2, 1998 in the Office of the Recorder of Deeds of Allegheny C county, Pennsylvania in Deed Book Volume 10126, page 226,, granted and conveyed to Frontier Lofts, Strip, L.P.

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda B. Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership, and being authorized to do so, executed the foregoing instrument for the purposes contained therein.

Sharon D. Warnick
Notary Public

My Commission Expires:



SECOND AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182 (jointly the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 4D in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 4D in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 4D

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.
6. The term "Plats and Plans" as used in the Declaration shall henceforth mean not only the Plats and Plans originally recorded with the Declaration, but also those amendments to the Plats and Plans as may be amended and recorded from time to time, all of which are made a part hereof.

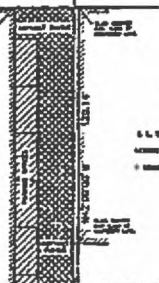
DBV 10356PG

50' - JESSIE POWERS

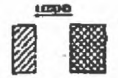
C SPRUCE WAY - 24' City of Springfield shall not have authority to appropriate ACRES LAND

ESTABLISHED PLAT 12412

2901 SHILLMAN STREET
6 STORY BUILDING WITH BASEMENT
SITE
1st FLOOR PARKING



LOT
S. L. SPRINGFIELD, et al
ACRES 0.23822, et al
12412



FRANKER LOTS, STAP, LP, OF FRANKER LOTS, INC. GENERAL PURCHASER BY
JAMES H. THORPE, PRESIDENT DECLARED THAT

1. IT WAS BY THE PERSONAL REPRESENTATIVE AND RECEIVING IN THE OFFICE OF THE RECORDER OF DEEDS FOR
ALLIANCE COUNTY, COMMUNALITY OF FUNDRAISING, INC. (COMMUNALITY) WHO THE LATE RECEIVING OFFICE OF
A DECLARATION MADE BY JAMES H. THORPE, PRESIDENT OF FRANKER LOTS, STAP, LP. IN WHICH REPEATEDLY IN THE DECLARATION PLAN
AND PLAN IS MADE, DESCRIBED THE LATE AND RECEIVING THE INFORMATION THEREON OBTAINED BY FRANKER LOTS,
STAP, LP. IN THE STATE AND THE LATTER, WHICH AND APPROPRIATE INFORMATION THEREON OBTAINED
IN SUCH DECLARATION AND IN THE DECLARATION PLAN AND PLAN IN THE PROVISIONS OF THE FUNDRAISING ACT
CONTAINED IN 44 PA. C.S. § 2101, ET SEQ. AND THE DECLARATION PLAN AND PLAN SHOWING ALL INFORMATION REQUIRED
BY SECTION 2102 OF THE FUNDRAISING ACT CONTAINED IN 44 PA. C.S. § 2102, ET SEQ.

2. IT FURTHER WAS DECLARATION PLAN AND PLAN BE RECEIVED IN THE OFFICE OF THE RECORDER OF DEEDS FOR
ALLIANCE COUNTY, COMMUNALITY OF FUNDRAISING, INC. IN THE PROVISIONS OF THIS ACT.

IN WITNESS WHEREOF, THE PRESIDENT OF FRANKER LOTS, INC. HAS SIGNED THIS DECLARATION PLAN
AND PLAN TO BE OBTAINED IN THE PLACE AND DATE OF July 2, 1977.

BY FRANKER LOTS, STAP, LP.
FRANKER LOTS, INC. - GENERAL PURCHASER

[Signature]
PRESIDENT

[Signature]
JAMES H. THORPE - PRESIDENT

COMMUNALITY OF FUNDRAISING | S.S.

COUNTY OF ALLIANCE

ON THIS 2ND DAY OF JULY, 1977, I, JAMES H. THORPE, PRESIDENT OF FRANKER LOTS, STAP, LP. HAVE SIGNED AS A PARTY PUBLIC FOR THE COMMUNALITY OF FUNDRAISING,
FORMERLY KNOWN AS FRANKER LOTS, STAP, LP. GENERAL PURCHASER OF FRANKER LOTS, STAP, LP. UNDER THE
L.P. UNDER THE IN THE PLACE AND DATE OF SIGNATURE IN THE STATE CERTIFICATION AND THIS DAY SIGNED,
AND WILL SIGN IN THE HAND OF THE STATE TO WHICH THE STATE OF PENNSYLVANIA.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICE, S.A.

Notary Public
for the State of Pennsylvania
My Comm. Expires 12/31/78

[Signature]
SHARON D. WERNICK
NOTARY PUBLIC

BY COMMUNITY OFFICE: July 2, 1977

I HEREBY A UNRECORDED A RECEIVED ARCHIVED (P) - (FRANKER LOTS, STAP, LP. GENERAL PURCHASER OF FRANKER LOTS, STAP, LP.) UNDER THE
L.P. UNDER THE IN THE PLACE AND DATE OF SIGNATURE IN THE STATE CERTIFICATION AND THIS DAY SIGNED,
AND WILL SIGN IN THE HAND OF THE STATE TO WHICH THE STATE OF PENNSYLVANIA.

COMMUNALITY OF FUNDRAISING | S.S.

COUNTY OF ALLIANCE

[Signature]
RECORDED & INDEXED

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, PLAN, ETC. IN THIS COUNTY, PLAN

EDGE

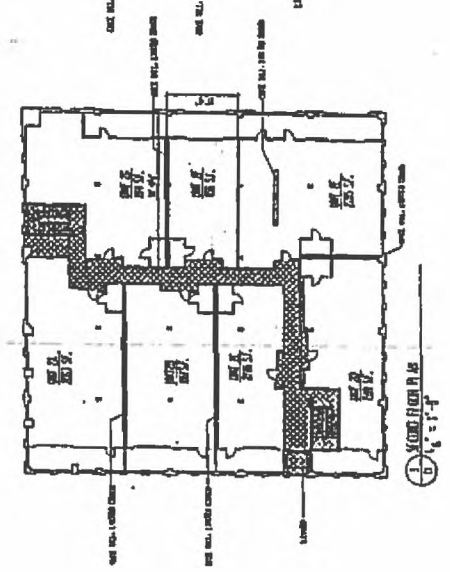
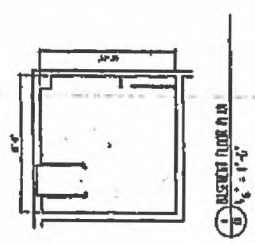
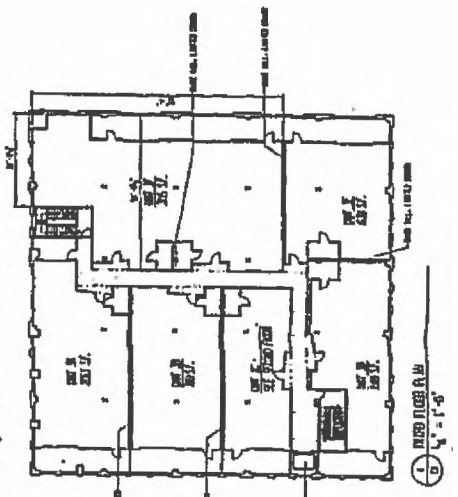
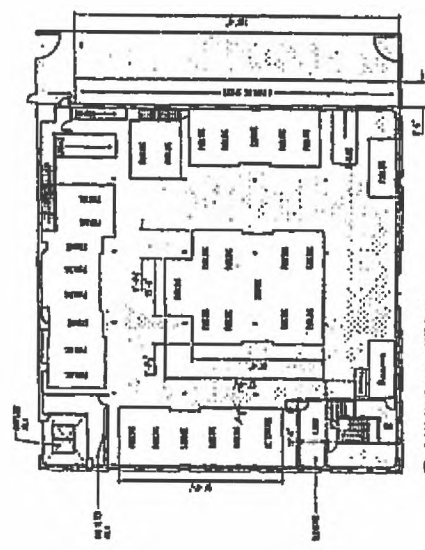
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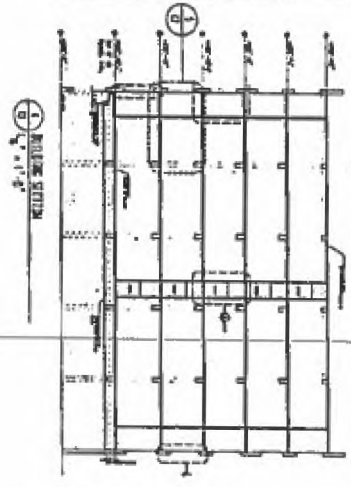
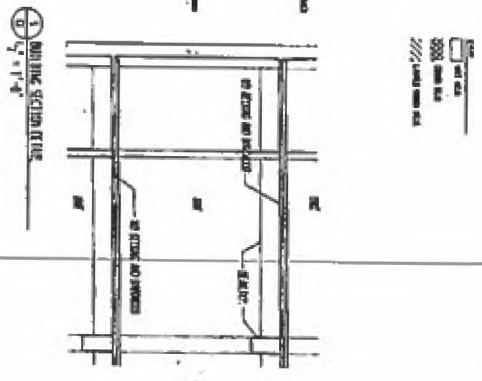
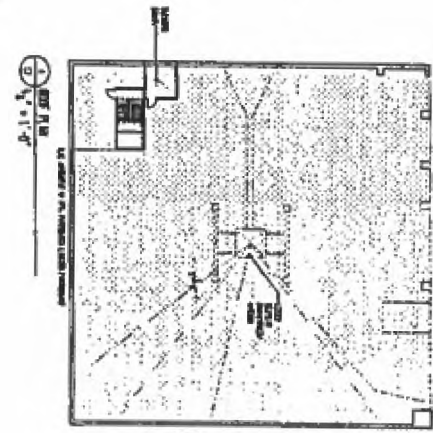
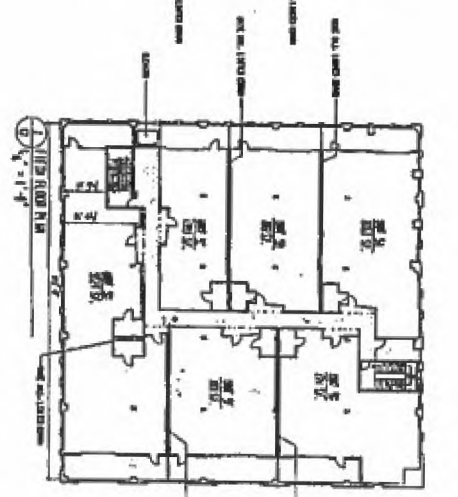
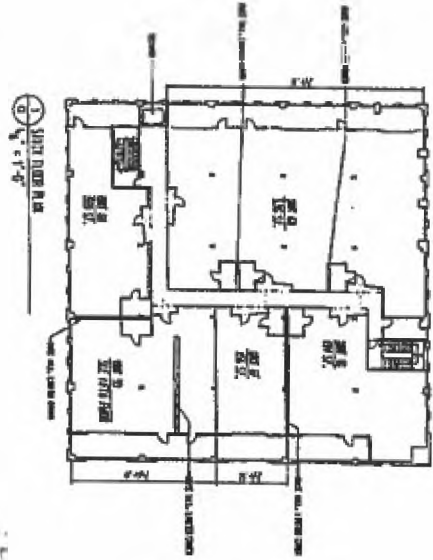
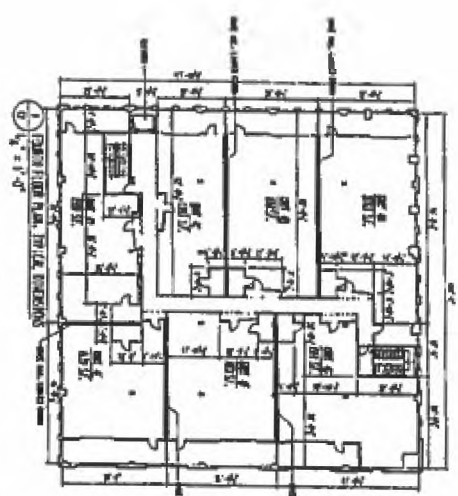
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- 1/16" = 1'-0"
- 1/32" = 1'-0"
- 1/64" = 1'-0"

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DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 PROJECT: [Project Name]
 SHEET NO.: [Sheet Number]
 TOTAL SHEETS: [Total Sheets]





1. CONCRETE
 2. BRICK
 3. GLASS
 4. METAL
 5. WOOD



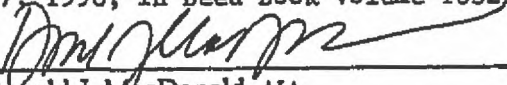
U.S. ARMY CORPS OF ENGINEERS
 DISTRICT OFFICE
 1000 G ST., N.W.
 WASHINGTON, D.C. 20315

DRAWING NO. 10356PG030
 TITLE: FLOOR PLANS AND SECTIONS
 PROJECT: [illegible]
 DATE: [illegible]

12

**CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT**


(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 6F is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium. Recorded on October 27, 1998, in Deed Book Volume 10329, page 447.


Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this, the 9th day of December, 1998, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Jean M. Guthrie, Notary Public
Pittsburgh, Allegheny County
My Commission Expires April 17, 1999

Member, Pennsylvania Association of Notaries

THIRD AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, and a Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27 (the Declaration, First and Second Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 6F in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 6F in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: **Unit 6F**
3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and ~~relative Common Expense liability appurtenant to each Unit is hereby~~ reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 9th day of December, 1998.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: Joedda Sampson
 Joedda Sampson, President, Frontier Lofts, Inc.,
 general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
 COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

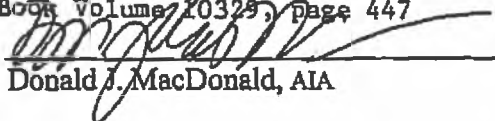
Jean M Guthrie
 Notary Public

My Commission Expires:

Notarial Seal
 Jean M. Guthrie, Notary Public
 Pittsburgh, Allegheny County
 My Commission Expires April 17, 1999
 The Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 6A,B,C is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium Declaration recorded October 27, 1998 in the Recorder's Office of Allegheny County Pennsylvania, in Deed Book Volume X0329, page 447



Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

On this, the 15th day of Dec, 1998, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.


Notary Public

MY COMMISSION EXPIRES:

Notary Seal
Sharon D. Warrick, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 3, 1999

Member, Pennsylvania Association of Notaries

FOURTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, the Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27 and the Third Amendment to Declaration of the Strip Lofts Condominium recorded December 9, 1998, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10361, Page 531 (the Declaration, First, Second and Third Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 6 ABC in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 6ABC in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 6ABC

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 15th day of December, 1998.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: Joedda Sampson
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

RECEIVED

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

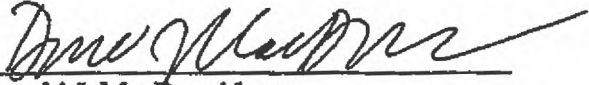
Sharon D. Warrick
Notary Public

My Commission Expires:

Notarial Seal
Sharon D. Warrick, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 3, 1999
Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

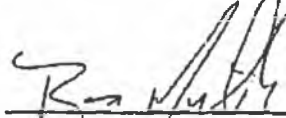
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 4B is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.


Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

On this, the 25th day of February, 1998, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

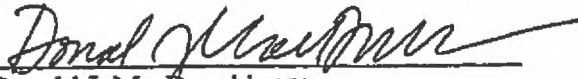
MY COMMISSION EXPIRES:

<p><small>Notarial Seal</small> Rosanna G. Miller, Notary Public Pittsburgh, Allegheny County My Commission Expires Dec. 18, 2002</p>
--

Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

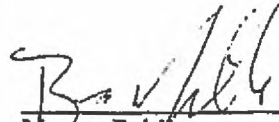
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 3B is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this, the 25th day of January, 1998, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Roseanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 16, 2002
Member, Pennsylvania Association of Notaries

DEED REGISTRY
99 FEB - 2 PM 1:44
COUNTY OF
ALLEGHENY

FIFTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, the Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27, the Third Amendment to Declaration of the Strip Lofts Condominium recorded December 9, 1998, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10361, Page 531 and Fourth Amendment to the Declaration of the Strip Lofts Condominium, recorded on December 9, 1998, at Deed Book Volume 10366, page 368 (the Declaration, First, Second, Third and Fourth Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Units 3B and 4B in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Units 3B and 4B in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Units 3B and 4B

3. The Units designated above and the improvements thereon are created
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.

DEED RECORDS
99 FEB - 23 PM 1:44
COUNTY OF ALLEGHENY

5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 25th day of January, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: *Joedda Sampson*
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Rosanna G. Miller

Notary Public

My Commission Expires:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002

Member, Pennsylvania Association of Notaries

DBV | 0394 PGO 33

Tom

SIXTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, the Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27, the Third Amendment to Declaration of the Strip Lofts Condominium recorded December 9, 1998, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10361, Page 531 and Fourth Amendment to the Declaration of the Strip Lofts Condominium, recorded on December 9, 1998, at Deed Book Volume 10366, page 368 (the Declaration, First, Second, Third and Fourth Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 6D in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 6D in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: **Unit 6D**
3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.

RECORDED
NOV 19 11 01 AM
ALLEGHENY COUNTY

5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 29th day of January, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: Joedda Sampson
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Rosanna G. Miller
Notary Public

My Commission Expires: _____

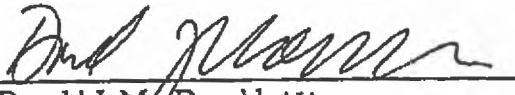
Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002

Member, Pennsylvania Association of Notaries

DBV | 0400PG313

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

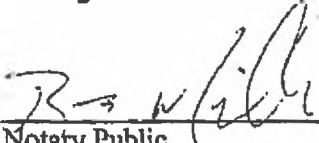
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 6D is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 25th day of January, 1998, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

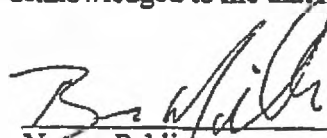
CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 4A is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.


Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY

On this, the 10th day of February, 1999, before me a Notary Public, personally appeared Donald J. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

SEVENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, the Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27, the Third Amendment to Declaration of the Strip Lofts Condominium recorded December 9, 1998, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10361, Page 531 and Fourth Amendment to the Declaration of the Strip Lofts Condominium, recorded on December 9, 1998, at Deed Book Volume 10366, page 368 (the Declaration, First, Second, Third and Fourth Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 4A in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 4A in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: **Unit 4A**

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.

5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 12th day of February 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: *[Signature]*
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

[Signature]
Notary Public

My Commission Expires: _____

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

EIGHTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, the Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27, the Third Amendment to Declaration of the Strip Lofts Condominium recorded December 9, 1998, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10361, Page 531 and Fourth Amendment to the Declaration of the Strip Lofts Condominium, recorded on December 9, 1998, at Deed Book Volume 10366, page 368 (the Declaration, First, Second, Third and Fourth Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 2C and 3C in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 2C and 3C in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

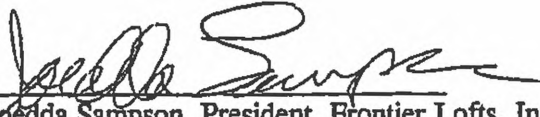
The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 2C and 3C.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.

5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

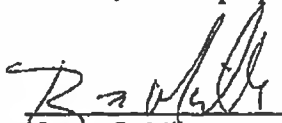
IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 16th day of February, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: 
 Joedda Sampson, President, Frontier Lofts, Inc.,
 general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
 COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.



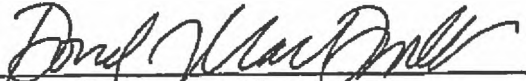
 Notary Public

My Commission Expires:
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Notarial Seal
 Rosanna G. Miller, Notary Public
 Pittsburgh, Allegheny County
 My Commission Expires Dec. 18, 2002
 Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 2C/3C is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.

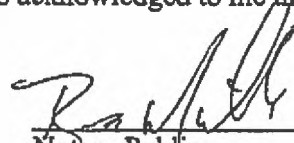


Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

})
SS:

On this, the 16th day of February, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



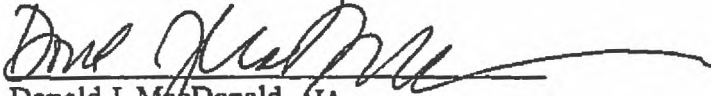
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Florence G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

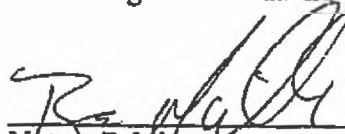
CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 4C is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.


Donald J. MacDonald, AIA

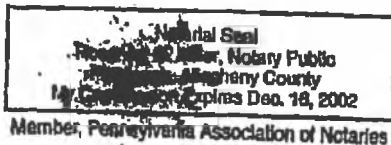
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this, the 3rd day of March, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:



NINTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended by the First Amendment to the Declaration of the Strip Lofts Condominium, recorded on October 28, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10330, Page 182, the Second Amendment to the Declaration of the Strip Lofts Condominium recorded December 2, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10356, Page 27, the Third Amendment to Declaration of the Strip Lofts Condominium recorded December 9, 1998, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10361, Page 531 and Fourth Amendment to the Declaration of the Strip Lofts Condominium, recorded on December 9, 1998, at Deed Book Volume 10366, page 368 (the Declaration, First, Second, Third and Fourth Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 4C in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 4C in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 4C.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.

5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 3rd day of March, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: Joedda Sampson
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Rosanna G. Miller
Notary Public

My Commission Expires:
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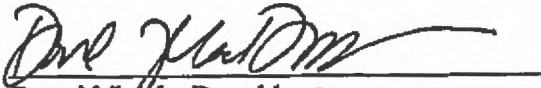
Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002

Member, Pennsylvania Association of Notaries

DBV | 04 | 8PG5 | 7

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 2D is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



Donald J. MacDonald, AIA

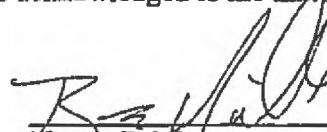
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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)
SS:

On this, the 29th day of March, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

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MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

TENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 2D in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 2D in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 2D.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 29th day of March 1999.

17th WAGO

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: *Joedda Sampson*
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Rosanna G. Miller
Notary Public

My Commission Expires:
j:\RE48021\013\DOCUMENTS\TENTH AMEN RGM

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

**FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK
VOLUME 10330, PAGE 182.**

**SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.**

**THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.**

**FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.**

**FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.**

**SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME
10400, PAGE 312.**

**SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME
10407, PAGE 218.**

**EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.**

**NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.**

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ELEVENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 2D in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Units 3E and 6G in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Units 3E and 6G.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 15th day of April, 1999.

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK
VOLUME 10330, PAGE 182.

SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.

THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.

FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.

FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.

SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME
10400, PAGE 312.

SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME
10407, PAGE 218.


EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.

NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.

TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436,
PAGE 59.

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 3E is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



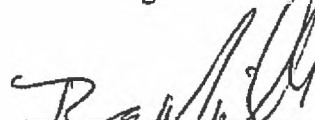
Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

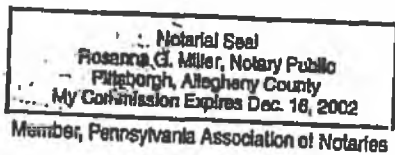
)
SS:

On this, the 1st day of April, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

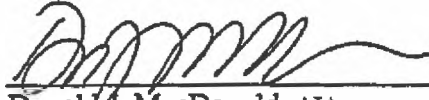
MY COMMISSION EXPIRES:



OBV | 0440PG323

**CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT**

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 6G is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



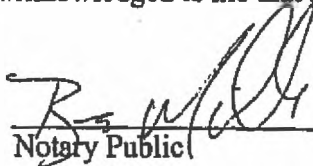
Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)
SS:

On this, the 5th day of April, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO
SECTION 3414(D) OF
THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT

STRIP LOFTS CONDOMINIUM

MAIL TO:

BERNADETTE L. PUZZUOLE, ESQUIRE
3RD FLOOR GRANT BUILDING
PITTSBURGH, PA 15219

D. B. K.
2/1/00
410-2nd

APR 6 99 057022



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RECEIVED
GRANT COUNTY PA
MICHAEL A. DELLA VECCHIA

TWELFTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 6G in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 6G in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 6G.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 5th day of April, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: *Joedda Sampson*
Joedda Sampson, President, Frontier Lofts, Inc.,
general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda Sampson, who, being duly sworn according to law, deposes and says that she is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, she executed the foregoing Third Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

[Signature]

Notary Public

My Commission Expires:

J:\REV48031\013\DOCUMENTS\ ELEVENTH AMEN RGM

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 16, 2002

Member, Pennsylvania Association of Notaries

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

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CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK
VOLUME 10330, PAGE 182.

SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.

THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.

FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.

FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.

SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME
10400, PAGE 312.

SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME
10407, PAGE 218.

EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.

NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.


TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436,
PAGE 59.

- ELEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 1, 1999 AT DEED BOOK VOLUME 10440,
PAGE 319.

J:\REV48031\CLOSINGS\DEED\EXHIBIT A FOR DEED

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

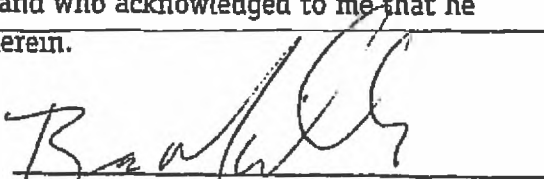
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 5D,5E,5F is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



 Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On this, the 3rd day of May, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



 Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
 Rosanna G. Miller, Notary Public
 Pittsburgh, Allegheny County
 My Commission Expires Dec. 16, 2002

Member, Pennsylvania Association of Notaries

THIRTEENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Units 5D, 5E, and 6D in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

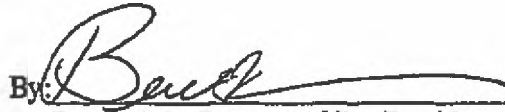
1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Units 5D, 5E, and 6D in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Units 5D, 5E, and 6D

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 3rd day of May, 1999.

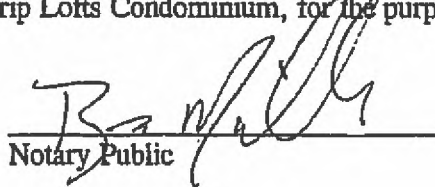
Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: 
Bernard A. Sampson, Vice President,
Frontier Lofts, Inc., general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Benard A Sampson, who, being duly sworn according to law, deposes and says that he is the Vice President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Thirteenth Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 16, 2002


Notary Public

My Commission Expires
J:\RE48031\013\DOCUMENTS\ thirteenth AMEN RGM

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

**FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK
VOLUME 10330, PAGE 182.**

**SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.**

**THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.**

**FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.**

**FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.**

**SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME
10400, PAGE 312.**

**SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME
10407, PAGE 218.**

**EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.**

**NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.**

**TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436,
PAGE 59.**

ELEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 1, 1999 AT DEED BOOK VOLUME 10440,
PAGE 319.

TWELFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 6, 1999 AT DEED BOOK VOLUME 10442,
PAGE 310.

J:\REV48031\CLOSINGS\DEED\EXHIBIT A FOR DEED

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CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, license No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 2A is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



Donald J. MacDonald, AIA

Pgh Cothwa

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this, the 09th day of JUNE, 1999, before me a Notary Public, personally appeared Donald J. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



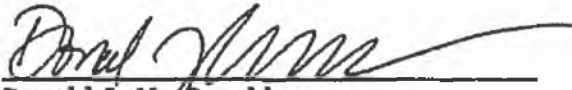
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT**

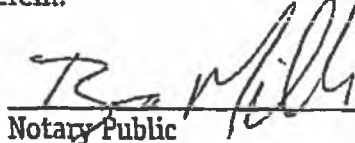
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 5G is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.


Donald J. MacDonald, AIA

Pgh 6th vol.

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this, the 22nd day of June, 1999, before me a Notary Public, personally appeared Donald J. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



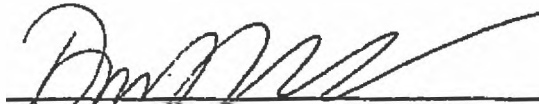
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 16 2002
Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 2B is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



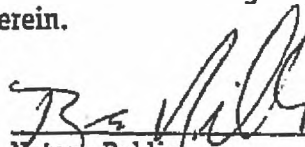
Donald J. MacDonald, AIA

Pgh 6th wd

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this, the 28th day of June, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 16, 2002
Member, Pennsylvania Association of Notaries

FOURTEENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Units 2B, 5G and 2A in the Building as a Unit within the Condominium. *Pgh - 6th w/d.*

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Units 2B, 5G and 2A in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Units 2B, 5G and 2A.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 23rd day of June, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: [Signature]
Bernard A. Sampson, Vice President,
Frontier Lofts, Inc., general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Benard A Sampson, who, being duly sworn according to law, deposes and says that he is the Vice President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Thirteenth Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

[Signature]
Notary Public

My Commission Expires:
j:\REM48031\013\DOCUMENTS\FOURTEENTH AMEN RGM

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK VOLUME 10330, PAGE 182.

SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK VOLUME 10356, PAGE 27.

THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK VOLUME 10361, PAGE 531.

FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK VOLUME 10366, PAGE 368.

FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK VOLUME 10394, PAGE 32.

SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME 10400, PAGE 312.

SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME 10407, PAGE 218.

EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME 10409, PAGE 124.

NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418, PAGE 516.

TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436, PAGE 59.

ELEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 1, 1999 AT DEED BOOK VOLUME 10440,
PAGE 319.

TWELFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 6, 1999 AT DEED BOOK VOLUME 10442,
PAGE 310.

THIRTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MAY 3, 1999 AT DEED BOOK VOLUME 10465,
PAGE 203.

J:\REV48031\CLOSINGS\DEED\EXHIBIT A FOR DEED

FIFTHTEENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 4G in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 4G in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 4G.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 4G is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.

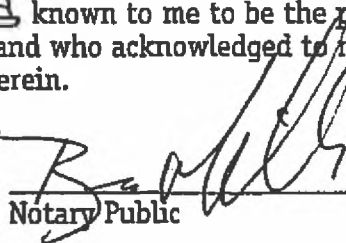

Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

On this, the 11th day of August, 1999, before me a Notary Public, personally appeared Donald J. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 16, 2002

Member, Pennsylvania Association of Notaries

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No . RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 5A is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.

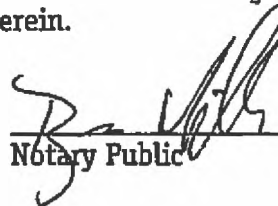


Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
 }
COUNTY OF ALLEGHENY

SS:

On this, the 12th day of October, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Boazanne G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

SEVENTEENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 5A in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 5A in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 5A.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK
VOLUME 10330, PAGE 182.

SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.

THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.

FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.

FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.

SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME
10400, PAGE 312.

SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME
10407, PAGE 218.

EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.

NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.

TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436,
PAGE 59.

ELEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 1, 1999 AT DEED BOOK VOLUME 10440,
PAGE 319.

TWELFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 6, 1999 AT DEED BOOK VOLUME 10442,
PAGE 310.

THIRTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MAY 3, 1999 AT DEED BOOK VOLUME 10465,
PAGE 203.

FOURTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JUNE 23, 1999 AT DEED BOOK VOLUME 15090,
PAGE 645.

FIFTHTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON August 11, 1999 AT DEED BOOK VOLUME 10553,
PAGE 231.

SIXTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON SEPTEMBER 14, 1999 AT DEED BOOK VOLUME
10582, PAGE 123.

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10/14/99
10/14/99
10/14/99

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

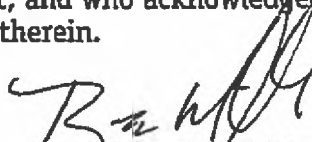
(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 4E is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.


Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this, the 23rd day of November, 1999, before me a Notary Public, personally appeared Donald J. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

14

EIGHTEENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 4E in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

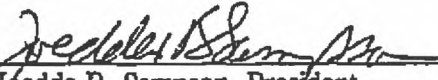
1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 4E in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 4E.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

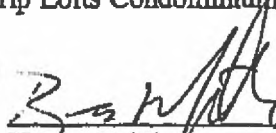
IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 28th day of November 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: 
 Joedda B. Sampson, President,
 Frontier Lofts, Inc., general partner

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF ALLEGHENY) ss
)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda B. Sampson, who, being duly sworn according to law, deposes and says that he is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Fifteenth Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.


 Notary Public

My Commission Expires:
 J:\REV4803\1013\DOCUMENTS\eighteenth AMEN RGM

Notarial Seal
 Rosanna G. Miller, Notary Public
 Pittsburgh, Allegheny County
 My Commission Expires Dec. 18, 2002
 Member, Pennsylvania Association of Notaries

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EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

**FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK
VOLUME 10330, PAGE 182.**

**SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.**

**THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.**

**FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.**

**FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.**

**SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME
10400, PAGE 312.**

**SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME
10407, PAGE 218.**

**EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.**

**NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.**

**TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436,
PAGE 59.**

ELEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 1, 1999 AT DEED BOOK VOLUME 10440,
PAGE 319.

TWELFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 6, 1999 AT DEED BOOK VOLUME 10442,
PAGE 310.

THIRTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MAY 3, 1999 AT DEED BOOK VOLUME 10465,
PAGE 203.

FOURTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JUNE 23, 1999 AT DEED BOOK VOLUME 15090,
PAGE 645.

FIFTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON August 11, 1999 AT DEED BOOK VOLUME 10553,
PAGE 231.

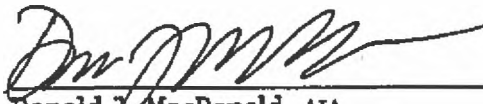
SIXTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON SEPTEMBER 14, 1999 AT DEED BOOK VOLUME
10582, PAGE 123.

SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 12, 1999 AT DEED BOOK VOLUME
10603, PAGE 164.

J:\REV48031\CLOSINGS\DEED\EXHIBIT A FOR DEED

**CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT**

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 3G is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



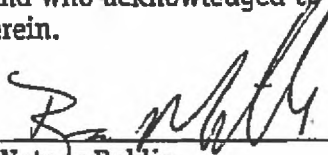
Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

On this, the 28th day of December, 1999, before me a Notary Public, personally appeared Donald J. MacDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal Rosanna G. Miller, Notary Public Pittsburgh, Allegheny County My Commission Expires Dec. 18, 2002
--

Member, Pennsylvania Association of Notaries

NINETEENTH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 3G in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 3G in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 3G.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 28th day of December, 1999.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By: Joedda B. Sampson
Joedda B. Sampson, President,
Frontier Lofts, Inc., general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda B. Sampson, who, being duly sworn according to law, deposes and says that he is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Fifteenth Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Roanna G. Miller
Notary Public

My Commission Expires:
J:\RFS\48031\013\DOCUMENTS\NINETEENTH AMEN RGM

Notarial Seal
Roanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member Pennsylvania Association of Notaries

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

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CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK
VOLUME 10356, PAGE 27.

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CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10361, PAGE 531.

FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK
VOLUME 10366, PAGE 368.

FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK
VOLUME 10394, PAGE 32.

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10400, PAGE 312.

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EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME
10409, PAGE 124.

NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418,
PAGE 516.

TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436,
PAGE 59.

ELEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 1, 1999 AT DEED BOOK VOLUME 10440,
PAGE 319.

TWELFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON APRIL 6, 1999 AT DEED BOOK VOLUME 10442,
PAGE 310.

THIRTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON MAY 3, 1999 AT DEED BOOK VOLUME 10465,
PAGE 203.

FOURTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JUNE 23, 1999 AT DEED BOOK VOLUME 15090,
PAGE 645.

FIFTHTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON August 11, 1999 AT DEED BOOK VOLUME 10553,
PAGE 231.

SIXTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON SEPTEMBER 14, 1999 AT DEED BOOK VOLUME
10582, PAGE 123.

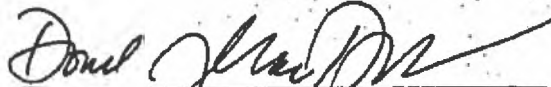
SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON OCTOBER 12, 1999 AT DEED BOOK VOLUME
10603, PAGE 164.

EIGHTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
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CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414(d) OF THE PENNSYLVANIA
UNIFORM CONDOMINIUM ACT

(d) The undersigned, a licensed professional architect in the Commonwealth of Pennsylvania, License No. RA-013658-X, hereby certifies, pursuant to 68 Pa.C.S.A. Section 3414(d), that Unit 3D is substantially completed in accordance with the descriptions set forth in the Declaration and Public Offering Statement of the Strip Lofts Condominium.



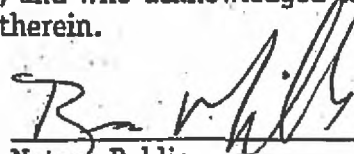
Donald J. MacDonald, AIA

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

On this, the 24th day of February, 2000, before me a Notary Public, personally appeared Donald S. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes contained therein.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Rosanna G. Miller, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

TWENTIETH AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration, and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Frontier Lofts, Strip, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, Declarant wishes to acknowledge the completion of Unit 3D in the Building as a Unit within the Condominium.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. A Certificate of Completion has been recorded for Unit 3D in the Condominium, and that Unit is acknowledged and this Declaration is hereby amended as follows:

The identifying number and letter to the Unit created in the Building by the Declaration, including the Plats and Plans attached as Exhibit "B" thereto, is as follows: Unit 3D.

3. The Unit designated above and the improvements thereon are created.
4. Pursuant to Section 2.1 of the Declaration, the percentage interest in the Common Elements in fee simple appurtenant to each Unit is hereby altered, to nevertheless be equal for each Unit.
5. The percentage of the relative Common Element interest, relative voting strength in the Association, and relative Common Expense liability appurtenant to each Unit is hereby reallocated in accordance with Section 2.1 of the Declaration.

IN WITNESS WHEREOF, the said Frontier Lofts, Strip, L.P. has caused its name to be signed to these presents by its general partner on this 2nd day of February, 2000.

Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership

By Joedda B. Sampson
 Joedda B. Sampson, President,
 Frontier Lofts, Inc., general partner

COMMONWEALTH OF PENNSYLVANIA)
) ss
 COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Joedda B. Sampson, who, being duly sworn according to law, deposes and says that he is the President of Frontier Lofts, Inc., a Pennsylvania corporation, which serves as the General Partner of Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Fifteenth Amendment to Declaration of The Strip Lofts Condominium, for the purposes contained therein.

Rosanna G. Miller
 Notary Public

My Commission Expires:

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Notarial Seal
 Rosanna G. Miller, Notary Public
 Pittsburgh, Allegheny County
 My Commission Expires Dec. 18, 2002
 Member, Pennsylvania Association of Notaries

EXHIBIT A

RECORDING INFORMATION FOR ALL AMENDMENTS RECORDED TO DATE:

FIRST AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON OCTOBER 28, 1998, AT DEED BOOK VOLUME 10330, PAGE 182.

SECOND AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON DECEMBER 2, 1998, AT DEED BOOK VOLUME 10356, PAGE 27.

THIRD AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK VOLUME 10361, PAGE 531.

FOURTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON DECEMBER 9, 1998, AT DEED BOOK VOLUME 10366, PAGE 368.

FIFTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON JANUARY 25, 1999, AT DEED BOOK VOLUME 10394, PAGE 32.

SIXTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON FEBRUARY 3, 1999, AT DEED BOOK VOLUME 10400, PAGE 312.

SEVENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON FEBRUARY 16, 1999 AT DEED BOOK VOLUME 10407, PAGE 218.

EIGHT AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON FEBRUARY 17, 1999 AT DEED BOOK VOLUME 10409, PAGE 124.

NINTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON MARCH 3, 1999 AT DEED BOOK VOLUME 10418, PAGE 516.

TENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS CONDOMINIUM, RECORDED ON MARCH 29, 1999 AT DEED BOOK VOLUME 10436, PAGE 59.

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10582, PAGE 123.

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EIGHTEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON NOVEMBER 23, 1999 AT DEED BOOK VOLUME
10636, PAGE 271.

NINETEENTH AMENDMENT TO THE DECLARATION OF THE STRIP LOFTS
CONDOMINIUM, RECORDED ON JANUARY 5, 2000 AT DEED BOOK VOLUME
10668, PAGE 508.

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TWENTY FIRST AMENDMENT

DECLARATION OF THE STRIP LOFTS CONDOMINIUM

WHEREAS, pursuant to the Declaration of The Strip Lofts Condominium, dated October 27, 1998, filed of record in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10329, Page 447, as amended, with all such Amendments being listed on Exhibit "A" attached hereto (the Declaration and all Amendments being hereinafter referred to collectively as the "Declaration") (hereinafter, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein, Frontier Lofts, Strip, L.P., a Pennsylvania Limited Partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Condominium Act (the "Act"); and

WHEREAS, one hundred (100%) percent of the voting interests in the Association voted to amend both the Declaration and Bylaws of the Association to, commencing January 1, 2007, or sooner for any Unit sold prior thereto, allocate all condominium general common expenses and base voting rights in the Association upon the Percentage Interest determined based upon the size of each Unit; and

WHEREAS, one hundred (100%) percent of the Voting Interests in the Association voted to revise the undivided ownership of the Common Elements from equal ownership of the same by each Owner to a Percentage Interest as determined by the size of each Unit; and

WHEREAS, in accordance with Article VI, Section 6.2 of the Declaration, all record holders of first mortgages on Units have approved the modification of the Percentage Interests in the Common Elements; and

WHEREAS, by virtue of such approvals, ARTICLE II, Section 2.1, Percentage Interests/Voting Rights, ARTICLE III, Section 3.4, General Common Expenses, ARTICLE XII, Section 12.3, Voting Rights and Section 6.1, Amendment, are required to be amended to effectuate the revised allocation of the Undivided Interests in the Common Elements, the general common expenses and modification of voting rights.

NOW, THEREFORE, pursuant to the Declaration and the Act, and upon the unanimous consent of the Unit Owners, the Declaration is hereby amended as follows:

1. ARTICLE II, Section 2.1, Percentage Interests/Voting Rights, of the Declaration is amended and restated as follows:

Section 2.1. Percentage/Interests/Voting Rights:

Attached hereto as Exhibit "B" is a list of all Units, by their identifying numbers and the Percentage Interest appurtenant to each Unit for the purpose of allocating General Common Expenses and ownership of the Common Elements, which are determined on the basis of size, by dividing the "size" of the Unit by the

aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square feet of floor space contained therein, determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The Percentage Interest in the General Common Expenses shall determine the portion of the votes in the Association for each Unit.

The provisions of this Section 2.1 relative to the allocation of General Common Expenses, Interest in the Common Elements and Voting Rights shall be effective, except as further set forth herein, as of January 1, 2007. Any Unit which is sold or transferred prior to January 1, 2007 shall be subject to the allocation of General Common Expenses and shall be entitled to voting rights as set forth in this Amendment. In addition, at such time, such Unit shall be entitled to ownership of the Percentage Interest in the Common Elements as set forth on Exhibit "B".

2. ARTICLE III, Section 3.4, General Common Expenses, of the Declaration is amended as follows:

Section 3.4. General Common Expenses. Each Unit Owner shall be liable for a share of the General Common Expenses as determined by the Percentage Interest set forth on Exhibit "B". General Common Expenses shall include:

3.4.1. Expenses of administration, maintenance, repair and replacement of the Common Elements;

3.4.2. Expenses agreed upon as common by all the Unit Owners; and

3.4.3. Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws or any rules and regulations adopted by the Association.

3.4.4. Insurance premiums for any insurance coverage as set forth in this Declaration, the Public Offering Statement, the Bylaws and any rules and regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the Association; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the insurance premiums as such premiums become due.

3.4.5. Reserves for repair or replacement.

The provisions of this Section 3.4 relative to the allocation of General Common Expenses shall be effective, except as further set forth herein, as of January 1, 2007. Any Unit which is sold or transferred prior to January 1, 2007 shall be subject to the allocation of General Common Expenses as set forth in this Amendment. Furthermore, the Association may, at any time prior to January 1, 2007, require that each Unit Owner, who is an Owner at the time of adoption of this Amendment, pay an additional sum, on a monthly basis, which will be calculated

based upon one-half (1/2) the difference between the method of calculating the General Common Expenses prior to this Amendment and the amount which each Unit Owner would be liable for based upon a calculation of General Common Expenses as set forth in this Amendment in accordance with each Owners Percentage Interest as set forth on Exhibit "B". However; the additional sum shall only be designated for Capital or Building Improvements and not for repairs.

3. ARTICLE XII, Section 12.3, Voting Rights, of the Declaration is amended and restated as follows:

Section 12.3. Voting Rights. Each Unit Owner shall be entitled to vote for each Unit owned based upon a percentage basis, and the percentage of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his/her Unit as set forth in Exhibit "B". Unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

The provisions of this Section 12.3 relative to Voting Rights shall be effective, except as further set forth herein, as of January 1, 2007. Any Unit which is sold or transferred prior to January 1, 2007 shall be entitled to voting rights as set forth in this Amendment.

4. ARTICLE VI. Section 6.1, Amendment Generally, of the Declaration is amended and restated as follows:

Section 6.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof, and the express provisions of this Declaration. However, this Declaration may be amended without meeting of the Unit Owners only upon obtaining the written consent of the Unit Owners to any amendment, and obtaining a written waiver of a meeting and formal vote on the proposed amendment.

5. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Association, by its proper officers and Unit Owners,
have executed this Amendment this _____ day of _____, 2009.

THE STRIP LOFTS
CONDOMINIUM ASSOCIATION

By: _____
President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)) ss:
COUNTY OF ALLEGHENY))

BEFORE ME, the undersigned authority, a Notary Public in and for said Commonwealth and County, personally appeared _____, who, being duly sworn according to law, deposes and says that he/she is the President of The Strip Lofts Condominium Association, and that being authorized to do so, executed the foregoing Twenty-first Amendment to Declaration of The Strip Lofts Condominium for the purposes contained therein.

Notary Public

My Commission Expires:

STRIP LOFTS CONDOMINIUM

<u>Unit</u>	<u>Sq.Ft.</u>	<u>% of Ownership</u>
2A	2,063	3.432%
2B	1,860	3.094%
2C3BC	4,660	7.752%
2D	1,605	2.670%
2E	2,140	3.560%
2G	1,914	3.184%
3A	2,063	3.432%
3D	1,605	2.670%
3EF	3,440	5.723%
3G	1,914	3.184%
4A	2,063	3.432%
4B	1,860	3.094%
4C	1,400	2.329%
4DE	3,245	5.398%
4FG	3,714	6.179%
5A	2,063	3.432%
5BC	3,260	5.423%
5DE6EF	6,685	11.121%
5FG	3,714	6.179%
6ABC	5,323	8.855%
6D	1,605	2.670%
6G	<u>1,914</u>	<u>3.184%</u>
	60,110	100.000%

----- EXHIBIT "B" -----