AMENDED AND RESTATED CODE OF REGULATIONS OF THE MANOR HOUSE ASSOCIATION A PENNSYLVANIA NON-PROFIT CORPORATION

ARTICLE I

NAME AND LOCATION OF CORPORATION: The name of this corporation is MANOR HOUSE ASSOCIATION.

Its principal office is located at 425 North Neville Street, Pittsburgh, Pennsylvania 15213.

ARTICLE II

PURPOSE: The purpose of this Corporation is to act on behalf of its members as their governing body with respect to the administration, maintenance, repair and replacement of certain property which has been submitted to the provisions of the Unit Property Act of Pennsylvania, to be known as Manor House, and as such to own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose, all of a non-profit basis consonant with the provisions of its Articles of Incorporation. City of Pittsburgh, 7th Ward.

ARTICLE III

MEMBERSHIP: Section 1. The members shall consist of all of the unit owners of the property located at 425 North Neville Street, Pittsburgh, Pennsylvania 15213, known as the Manor House, in accordance with the respective percentages of ownership of said unit owners in the Common Elements of said Property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration of Condominium Ownership recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 6256, Page 787, and the Declaration Plan, recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan Book Volume 115, Page 62, by which the said property has been submitted to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania, to which Declaration a copy of the initial Code of Regulations has been attached as an exhibit. For the purpose of this Amended and Restated Code of Regulations, the definition of all words, terms, and phrases which have been defined by the Declaration shall apply to the terms of this Amended and Restated Code of Regulations..

Section 2. Except as provided herein or in the Declaration, membership shall not be transferable or assignable. All Unit Owners shall become a member of the Association automatically at the time he or she acquires title to a Unit, and will continue to be a member as long as he or she continues to hold title to a Unit at Manor House. Membership in the Association is not severable from ownership to a Unit. The membership of each Unit Owner shall terminate upon a sale, transfer, or other disposition of his or her ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

ARTICLE IV

MEETINGS OF MEMBERS: Section 1. Meetings of the membership shall be held at the property at 425 North Neville Street, Pittsburgh, Pennsylvania, or at such other place in Allegheny County, Pennsylvania, as may be specified in the Notice of Meeting.

Section 2. An annual meeting of the members shall be held in each year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the provisions of Article V of this Code of Regulations. The members shall also transact such other business as may properly come before them.

Section 3. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by the owners of fifty (50%) percent of the ownership interest in the Common Elements. The Notice of any Special Meeting shall state the time, place, and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the Notice unless with the consent of four-fifths (4/5) of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or the property manager or other designated agent designated by the Board of Directors, to mail or otherwise deliver a Notice of each Annual or Special meeting, stating the purpose, the time and place thereof to each member of record.

Section 5. The presence, either in person or by proxy, of the owners of at least thirty (30%) percent of the ownership interest in the Common Elements shall be requested for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called. If a meeting is adjourned, the quorum at the second meeting will be deemed present throughout if at least ten (10%) percent of the ownership interest in the Common Elements are present in person or by proxy.

Section 7. The aggregate number of votes for all unit owners shall be one hundred (100) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the Common Elements. If any unit owner consists of more than (1) person, the voting rights for such unit owner shall not be divided but shall be exercised only as a unit.

Unless by express provision of Statute or of this Code of Regulations or the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote of those present.

With respect to all elections of Directors, each unit owner shall be entitled to cast his votes on a cumulative basis.

Section 8. The vote of any corporate, partnership, or trust member may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member as its proxy. An individual member may appoint only his or her spouse or another OWNER member as a proxy. Each proxy must be filed with the secretary prior to the commencement of a meeting, or at an earlier date and time that proxies established by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS: Section 1. The affairs of the Association shall be governed by a Board of Directors. Such governing body shall constitute the governing body referred to in the Unit Property Act of the Commonwealth of Pennsylvania as the "Council". The Board of Directors shall be composed of five persons and each Director shall be a unit owner or the spouse of a unit owner; or if a unit owner shall be a corporation, partnership, or trust, then an officer, partner, or beneficiary of such a unit owner.

- Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation and shall have all powers and duties referred to in the Declaration and in the Non-Profit Corporation Law of the Commonwealth of Pennsylvania, and may do all such acts and things provided by the Unit Property Act of the Commonwealth of Pennsylvania to be done by the "Council," or by the unit owners collectively, except such acts or things as are by law or by this Code of Regulations or by the Declaration directed to be exercised and done by the members individually. The powers of the Board of Directors shall include but not be limited to the following:
 - a) To elect the officers of the Association;
 - b) To administer the affairs of the Association and the Property;
- c) To engage the services of manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent;
- d) To promulgate such rules and regulations concerning the operation and use of the property or of the Common Elements as may be consistent with the Declaration and this Code of Regulations and to amend the same from time to time;
- e) To provide for the maintenance, repair, and replacement of the Common Elements;
- f) To estimate and adopt an annual operating budget and to provide for the assessment and collection from their respective share of the estimated expenses as hereinafter provided;
- g) To set penalties and late fees for a unit owner's failure to pay expenses or assessments and for violation of the Code of Regulations, Rules and Regulations, or the Declaration, and
- h) To approve the transfer of any unit and to make recommendations to the Association regarding the exercise of the FIRST RIGHT OF REFUSAL on any unit. The Board of Directors must approve the transfer of any unit. The unit owner must provide the Board of Directors with a copy of the Sales Agreement within fourteen (14) days of execution of the Sales Agreement. The unit owner must also provide the Board of Directors with the following information concerning the purchaser: a) Name, b) Prior address, c) Occupation. Upon receipt of all the requested information the Board of Directors will have fourteen (14) calendar days to determine if it will recommend the Association exercise the First Right of Refusal. Should the Board of Directors decide to recommend the exercise of the First Right of Refusal, it will notify the unit owner in writing. If the unit owner does not receive written notice on or before midnight of the fourteenth (14th) day, the First Right of Refusal shall be deemed to be waived. The

Board of Directors will then notify the Association of its recommendation and obtain the approval of a majority of the remaining unit owners. If the Board of Directors does not obtain the approval of a majority of the unit owners within fourteen (14) days after notice of the recommendation, the unit owner will be notified of the Association's choice to waive the First Right of Refusal. Neither the Board of Directors nor the Association shall be liable for any costs or damages incurred in connection with the exercise or waiver of the First Right of Refusal.

- Section 3. The term of office shall be fixed for three (3) years. No more than two (2) Board terms shall end in any given election year so as to provide for staggered Board terms. The Directors shall hold office until the earlier to occur of the election of a qualified successor, death, removal or resignation. If the number of Directors shall be increased, the terms of such additional Directors shall be fixed so that the terms of no more than two (2) Directors shall expire annually so as to maintain staggered Board terms.
- Section 4. Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualification of office, shall be filled by election by the members at the next Annual Meeting or at a Special Meeting called for such purpose.
- Section 5. Annual Meetings of the Board of Directors shall be held during the first month of each fiscal at the call of the majority of the Board of Directors. Special Meetings of the Board may be called by the President or a majority of the Board on five (5) days-notice to each Director by mail. Directors may waive notice of a Meeting or consent to or take any action without a formal meeting. A Director's attendance at a meeting constitutes his or her waiver of notice of the meeting.
- Section 6. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors individually or collectively consent in writing to such action.
- Section 7. Any Director may be removed from office by the vote of members owning at least three-fourths (3/4) of the ownership interest in the Common Elements.
- Section 8. Directors shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.
- Section 9. The Board shall have no authority to approve or authorize any single capital expenditure in excess of \$25,000.00, nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval of a majority of the unit owners.

ARTICLE VI

OFFICERS: Section 1. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate, which officers shall be elected at the annual meeting of the Board of Directors and shall hold office until the next annual meeting of the Board and their successors are elected and qualify.

- Section 2. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board of Directors, either with or without cause, and any vacancy in any officer may be filled by the Board at any meeting thereof.
- Section 3. Each respective officer of the Association shall have such powers and duties as are usually vested in such office of a Non-Profit Corporation, including by not limited as follows:
- a) The President shall be a Director and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and of the Board of Directors;
- b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;
- c) The Secretary, or the property manager or other designated agent designated by the Board of Directors, shall keep Minutes of all Meetings of the members and the Board of Directors and shall have custody of the Association Seal and have charge of the membership transfer books and such other books, papers, and documents as the Board of Directors may prescribe.
- d) The Treasurer, or the property manager or other designated agent designated by the Board of Directors, shall be responsible for the Association funds and securities, and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purposes.
- Section 4. The officers shall receive no compensation for their services except that an officer may be reimbursed for costs advanced on behalf of the Association upon approval of the majority of the Board of Directors.

ARTICLE VII

FISCAL MANAGEMENT: Section 1: The fiscal year of the Association shall begin on the first day of January each year.

- Section 2. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principals and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish the members with a statement of the income and disbursements of the Corporation for such prior fiscal year.
- Section 3. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:
 - a) Management and administration expenses;
 - b) The estimated costs of repairs, maintenance, and replacements of Common Element:
 - c) The cost of such utilities as may be furnished by the Association;

- d) The amount of such reserves as may reasonably be established by the Board, including general operating reserve, reserves for contingencies, and reserves for replacements.
- e) Such other expenses of the Association as may be approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

Within ninety (90) days from the commencement of each fiscal year, the Board shall cause and estimated annual budget to be prepared based on its estimations of annual expenses, non-membership income, an membership assessments and copies of such budget shall be furnished to each member.

On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessment shall be the same as his respective percentage of ownership in the Common Elements.

Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due the amount thereof shall constitute a lien on the interest of such member in the Property and is further the personal obligation of the unit owner(s). The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Unit Property Act, the Declaration, or this Code of Regulations, or are otherwise available at law or in equity for the collection of all unpaid assessments. The Board shall have the power to levy fines against the unit owners for violations of reasonable rules and regulations established to govern the conduct of the unit owners. No fine may be levied for more than \$100.00 for any violation; but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the unit owner or unit owners involved as if the fine were a common charge owed by the particular unit owner or unit owners.

Section 4. If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and, thereafter, monthly assessments shall be determined and paid on the basis of such revision.

Section 5. Upon the purchase of each unit, each new unit owner, shall be responsible for an initial contribution fee in an amount equal to three (3) times the monthly assessment relating to such owner's unit. This is a one-time, non-refundable fee paid by all new owners upon their acceptance of a Deed to a Unit, and is in addition to, and not a deposit toward, the monthly or other assessments levied by the Association. Such amount shall be held, together with the amounts similarly deposited by the other unit owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted, or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment to the members in the proportionate of their ownership interest in the Common Elements. The said operating reserve on hand from time to time shall be deemed part of the Common Elements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS: Section 1. No unit shall be used for any other purpose than as a private dwelling for the member and his immediate family. No member nor a lessee of any member shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof, or which will obstruct or interfere with the right of other occupants or annoy them by unreasonable noises or otherwise, not will he commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

Section 2. Each member shall maintain his own unit in good condition, order, and repair at his own expense. No unit owner shall display, hang, store, or use any sign or articles whatsoever on his balcony or outside his unit other than draperies, curtains, or shades as may be permitted in accordance with the rules and regulations established by the Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his unit, or install outside of his unit any canopy, awning, covering, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Board.

All Unit Owners must obtain an insurance policy on their Unit and personal property including improvements and betterments. Each Unit Owner is responsible to determine and acquire adequate insurance coverage for their individual needs. Each Unit Owner must file a copy of the individual insurance policy required by the Association with the Board and/or property manager upon obtaining title to the Unit. When obtaining the insurance, the Unit Owner must disclose to their agent the Unit is located in a Condominium Association. In the event that the Association shall incur any charge, including a deductible, with respect to any insurance policy maintained by the Association as a result of the failure of a Unit Owner to obtain the required insurance, then said charges, including the deductible, shall be the responsibility of the Unit Owner involved and levied as an assessment against the Unit.

- Section 3. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in the chute provided for such purpose in such manner as may be prescribed from time to time in the rules and regulations established by the Board. No articles of personal property belonging to any unit owners shall be stored in any portion of the Common Elements except those areas specifically designated by the Board or managing agent.
- Section 4. No member shall overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Board, any unreasonable disturbance, or make any alterations to or connections with the heating or air conditioning or plumbing systems without prior written consent of the Board.

ARTICLE IX

RESTRICTIONS ON LEASING: Section 1. Leasing Restrictions - Current Unit Owners. Those Unit Owners owning a Unit as of the effective date of this Amended and Restated Code may lease or sublease their Unit (but not less than their entire Unit) provided that: (1) no more than four (4) Unit may be lease at any time; (2) No Unit may be leased or subleased for

transient or hotel purposes or for a term of less than one year; (3) no Unit may be leased or subleased without a written lease or sublease on a form approved by the Executive Board; (4) no part of or room in a Unit may be leased, only the Unit as a whole; (5) a copy of such lease or sublease shall be furnished to the Board of Directors within ten (10) days after execution thereof; and (6) a breach of the Declaration, By-Laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-Laws and Rules and Regulations of the Condominium.

Section 2. Leasing Restrictions – Future Unit Owners. As of the date of recording of this Amended and Restated Code, no Unit Owner may rent his or her Unit. All Units must be occupied by at least one Unit Owner of record.

Section 3. Occupancy. For purposes of this Article, the occupancy of a Unit by an individual or individuals not residing with at least one Unit Owner of record on the deed shall be deemed a lease regardless of whether rent or other consideration is exchanged except as provided in Section 4 below.

Section 4. Exception for Immediate Family. A lease to or the occupancy of a Unit by a Unit Owner's parent, spouse, child or grandchild shall not be deemed a lease and shall be permitted.

Section 5. Grandfather provision. Unit Owners of record with existing leases as of the January 1, 2016 (effective date of the prior Amendment to the Code of Regulations) are grandfathered and shall not be restricted in renting their Units by the limit on the maximum number of Units that may be leased until the current owner sells or vacates the Unit. Such leases shall count towards the four (4) unit maximum.

Section 6. Hardship provision. The Board of Directors may, in its sole discretion, authorize a lease which may exceed the maximum four (4) leased Units restriction only upon a showing by a Unit Owner of a hardship which will result from the Board's denial of the lease request. Examples of hardship include but are not limited to death of the owner, military transfer or ill health preventing occupancy of the Unit. The Board may impose any conditions it may choose on the permission to rent if it so chooses to permit the lease. Hardship rentals shall not count against the number of regular authorized rental cap of four (4) Units.

ARTICLE X

INDEMNIFICATION: Section 1. The Corporation shall reimburse or indemnify each director, officer, and employee of the Association (and of any other corporation or association which he served at the request of the Association) for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding (whether brought by or in the name of this Association or such other corporation or association or otherwise) civil, criminal, or investigative (hereinafter called "action"), in which he may become involved as a party or otherwise by reason of his being or having been such director, officer, or employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of this Code of Regulations, provided that:

- (i) in respect of any action by or in the right of the Association or such other association, such person was riot negligent or guilty of misconduct to the Association or such other corporation, and
- (ii) in respect of all other action such person acted in good faith in what he reasonably believed to be in the best interest of this Association or such other corporation or association and, in addition, in any criminal action had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon pleas of nolo contender or its equivalent, shall not, or itself, create a presumption that the person did not act in goof faith and in a manner which he reasonably to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- Section 2. As used in this Code of Regulations the term "liabilities and expenses" shall include by not be limited to counsel fees and expenses and disbursements and amounts of judgments, fines, or penalties against, amounts paid in settlement by a director, officer, or employee, but shall not include amounts paid to this Association itself (or to such other corporation or association) unless approved by a court.
- Section 3. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instance where such action is terminated by settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in section 1, either
- (i) by the Board of Directors, acting by a quorum consisting of two or more directors of the Association other than those involved in the action, or
- (ii) if there are not at least two directors then in office other than those involved in the action, by independent legal Counsel, who shall deliver to the Association their written advise to such effect.
- Section 4. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.
- Section 5. The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his death, shall extend to his legal representatives.
- Section 6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as, a director, officer, employee, or agent of another association, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this section.

ARTICLE XI

AMENDMENTS: The Code of Regulations may be amended or modified at any time, or from time to time, by the action or approval of a majority of the unit owners.

Upon an affirmative vote of no less than a majority of the Unit Owners, this Amended and Restated Code of Regulations is hereby adopted this 15th day of November, 2016.

ATTEST:

MANOR HOUSE ASSOCIATION

Secretary

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 15th day of November, 2016, before me, a Notary Public, personally appeared TAMMY YOUNG, President, and ALTON SCHADT, Secretary, who acknowledged themselves to be the President and Secretary of the Board of Directors of Manor House Condominium and acknowledged that they adopted and executed the foregoing Code of Regulations for the purpose therein contained.

WITNESS my hand and notarial seal the day and year aforesaid

My commission expires:

Mail to: Lisa M. Burkhart, Esq. 310 Grant Street, Suite 1109 Pittsburgh, PA 15219



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

Instrument Number: 2016-38689

BK-DE VL-16633 PG-209

Recorded On: December 09, 2016

As-Deed Agreement

Parties: MANOR HOUSE ASN

То MANOR HOUSE ASN # of Pages: 11

Comment:

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

Deed Agreement

162.00

Total:

162.00

Value

Realty Transfer Stamp

Affidavit Attached-No

EXEMPT

0.00

Department of Real Estate Stamp Certified On/By-> 12-09-2016 / B K

NOT A DEED OF TRANSFER

NOT A DEED OF TRANSFER

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

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

File Information:

Record and Return To:

Document Number: 2016-38689

Receipt Number: 3175218 Recorded Date/Time: December 09, 2016 11:49:21A

> Book-Vol/Pg: BK-DE VL-16633 PG-209 User / Station: J Clark - Cash Super 04

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



Tyskiewicz, Director Rich Fitzgerald, County Executive