

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

COPELAND COURT, A CONDOMINIUM

702-710 COPELAND STREET
PITTSBURGH, PENNSYLVANIA 15232

AMENDED DECLARATION OF CONDOMINIUM BY DECLARANT AS SOLE EQUITABLE
PROPERTY OWNER PURSUANT TO §3219 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. G. Brinton Motheral, III, Inc. and A. Richard Nernberg, a Pennsylvania general partnership (the "Declarant"), as equitable owner in fee simple of the Real Estate described in Exhibit A attached hereto, located in 7th Ward, City of Pittsburgh, County of Allegheny, Pennsylvania, hereby submits the Real Estate, 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. § 3101 et seq. (the "Act"), and hereby creates with respect to the Property a conversion condominium, to be known as Copeland Court, A Condominium (the "Condominium").

Section 1.2. Easements and Licenses. There are no easements or licenses affecting the Real Estate submitted to the Act:

a. TOGETHER WITH the easements for utilities and public roads.

Section 1.3. Defined Terms.

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

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

a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the Copeland Court Condominium Association.

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

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

d. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

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

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

g. "Limited Common Elements" are as defined and include decks and balconies, interior and exterior parking areas and storage areas.

h. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.3 of this Declaration.

i. "Plats and Plans" means the Plats and Plans attached to the Original Declaration and made a part hereof, as the same may be amended from time to time.

j. "Property" means the Property described in Section 1.1.

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

1.3.3. The following terms when used herein shall have the meanings set forth below:

a. "General Common Expense" means Common Expenses excluding Limited Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, computed on a square footage basis.

ARTICLE II

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

Section 2.1. Percentage Interests. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, 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 shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2. Unit Boundaries. Except for such portions thereof which are part of the Common Elements, the maximum boundaries of the Units are as reflected by the Declaration Plans and are as described as follows:

- (a) The Unit-side surface of the portion of such interior walls of the Building which are a part of the perimeter of such Unit,

- (b) The Unit-side surface of such exterior walls which are located on the perimeter of such Unit;
- (c) The lower surface of the ceiling immediately above such Unit;
- (d) The upper surface of the floor of such Unit;
- (e) The interior surface of such windows, window frames, window track, and windowsills which are set in the exterior walls of the Building which are adjacent to such Unit;
- (f) The interior surface of such doors (including sliding glass doors), door frames, door hinges, and doorsills, which are set in such interior and exterior walls of the Buildings which are adjacent to such Unit and are situated on the perimeter of such Unit;
- (g) It shall be the responsibility of each Unit owner to maintain, repair, paint and keep in good condition the area contained within his particular Unit.
- (h) The floor, wall and ceiling coverings, carpeting, paint, paper or similar items whether the perimeter of a Unit are a part of such unit;
- (i) Interior weight bearing walls and ducts, pipes and flus which pass through a unit but serve more than one unit and common elements. Those completely within the boundary of a unit but which serve the unit exclusively and a part of such 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. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all Units. Ordinary maintenance and repair of patio and balcony Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Assignment of Certain Limited Common Elements. The Plats and Plans have identified those areas designated as Limited Common Elements. These included without limitation all of the covered or underground parking spaces located under or in the Buildings surface parking and all rear porch decks for Units #10-#18. Declarant reserves the right to make the initial assignment of these parking spaces and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces and storage areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element parking spaces or storage areas pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element parking space and/or storage area shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Upon the election by the Unit Owners of a majority of the members of the Executive Board, the right of initial assignment of each of the aforesaid Limited Common Elements pursuant to this Section 3.1 shall pass from the Declarant to the Executive Board and the Declarant shall no longer have the right to exercise any such right.

Section 3.2. In the event any unit owner acquires two or more vertically or horizontally adjacent units, such units may be combined by door or other openings, provided 30 days prior written notice is given to the Association. If the proposed activities by the Unit owner might jeopardize the integrity of a Unit or common area precautions reasonably satisfactory to the Association must be taken. All work will be at the sole cost and liability of said Unit owner who must supply reasonable insurance protection and protection against mechanic's liens to total percentage interest of the owner of any such combined unit shall be the sum of the percentage of the units so combined.

ARTICLE IV

EASEMENTS

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

4.1.1. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. 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. 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. No such sales office may unreasonably interfere the use and enjoyment of any unit.

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.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. 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 5.2. 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 VI

USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. residential use only;
- b. there may be no commercial use; and
- c. unit may be leased by unit owner.

Section 6.2. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the 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.

ARTICLE VII

MORTGAGES

Section 7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, except to the extent of any

latter right of the unit owner Mortgagor is referred in the Mortgage or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, a Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby. Any Mortgage which meets the above criteria shall be a "Permitted Mortgage".

ARTICLE VIII

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. Assessments shall be made and delinquent assessments shall be collected in accordance with Sections 3314, 3315 and 3316 of the Act.

Section 8.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§ 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 8.3. Surplus. The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Expenses and income from the operation of Limited Common Elements to which such Limited Expenses pertain in excess of the amount required for actual Limited Expenses and reserves for future Limited Expenses shall be credited to each Unit Owner paying a share of such Limited Expenses in

proportion to the share of such Limited Expenses paid by each Unit Owner, said credits to be applied to the next monthly assessments of Limited Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE IX

RIGHTS OF PERMITTED MORTGAGES

Section 9.1. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or

i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1. Control:

(a) Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board subject however, to the terms hereof and of the Act. Declarant may not remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than 60 days after conveyance of 5 Units to Unit Owners other than Declarant, one member of the Executive Board appointed by the Declarant shall resign and all of the Unit Owners other than the Declarant will elect one new member of the Executive Board.

(c) Not later than 60 days after conveyance of 12 Units to Unit Owners other than Declarant, the then Executive Board shall resign and all of the Unit Owners including the Declarant will elect a new Executive Board.

(d) In any event, not later than the earlier of (i) five years after the date of the recording of this Declarant, or (ii) 180 days after 14 of the Units which may be constructed on the Property and the Additional Real Estate have been conveyed to Unit Owners other than Declarant, if at such time the Executive Board consists of at least 2 members appointed by the Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three member Executive Board.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

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

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

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

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

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

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

Section 11.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement

and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 11.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 11.4. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 11.2 above, if and to the extent available.

ARTICLE XII

INSURANCE

Section 12.1. The Association shall insure the Common Elements of the Building against loss or damage by fire and such other hazards as the Act may require or the Association may deem appropriate, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit. The premiums for such insurance on the Common Elements shall be deemed Common Expenses.

Section 12.2. The insurance coverage provided for the benefit of Unit Owners shall be as follows:

(a) Insurance to be carried by association - Commencing not later than the time of the first conveyance of a unit to a person other than a declarant, the association shall maintain, to the extent reasonably available:

(1) Property insurance on the common elements and units exclusive of improvements and betterments installed in units by unit owners against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than 80% of the actual cash value of the insured property exclusive of land, excavations, foundations and other items normally excluded from property policies.

(2) Comprehensive general liability insurance, including medical payments insurance, insuring the Unit Owners, in their capacity as Unit Owners, the Association and any manager of the Property against any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property and any part thereof. Limits of liability shall be at least \$1,000,000.00 combined single limit for both bodily injury and property damage. This coverage is also to include the Cross Liability endorsement. If available, the Association shall include Directors' and Officers' coverage in an amount not to be less than \$300,000.00. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Association and may be increased at its discretion.

(3) Fire insurance in the amount equal to the full insurable replacement value of the Property without deduction for depreciation, with an endorsement for extended coverage, payable to the Association on behalf of all Unit Owners in the event that the net proceeds do not exceed Five Thousand Dollars (\$5,000.00) and payable to any trustee or any successor trustee appointed by the Association and approved by the holders of any more than twenty-five mortgages permitted hereunder (hereinafter referred to as the "Insurance Trustee"), in the event that the proceeds exceed Five Thousand Dollars (\$5,000.00), or such other fire and casualty insurance as the Association may decide provides equal or greater protection for the Unit Owners and their mortgagees, if any. Said insurance shall include a separate loss payment endorsement in favor of the holders of any mortgages permitted hereunder modified to make the loss payable provisions in favor of such holders of mortgages subject and subordinate to the loss payment provisions in favor of the Association, or the Insurance Trustee under an appropriate agreement which provides that the Association or Insurance Trustee shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration. Said insurance may, at the option of the Association, contain a "deductible" provision in an amount determined by the Association, but not to exceed One Thousand Dollars (\$1,000.00). The Association shall periodically order an appraisal of the Property to be made for the purpose of determining the current value of the Property; and the scope and amount of all fire insurance policies may be increased in its discretion in order to maintain coverage in the amount of the current full insurable replacement value of the Property as herein above required.

(b) Other insurance carried by association - If the insurance described in subsection (a) is not maintained, the association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all unit owners. The declaration may require the association to carry any other insurance and the association in any event may carry any other insurance it deems appropriate to protect the association of the unit owners.

(c) Contents of insurance policies - Insurance policies carried pursuant to subsection (a) must provide that:

(1) Each unit owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any unit owner of the Condominium or members of his household.

(3) No act or omission by any unit owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(4) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(d) Proceeds from property insurance - Any loss covered by the property policy under subsection (a) shall be adjusted with the Association but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose or otherwise to the association and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee of the Association shall hold any insurance proceeds in trust for unit owners and lienholders as their interest may appear. Subject to the provisions of subsection (g), the proceeds shall be disbursed first for the repair or restoration of the damaged common elements and units and unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the condominium is terminated.

(e) Unit owner may obtain insurance - An insurance policy issued to the Association does not prevent a unit owner from obtaining insurance for his own benefit.

(f) Evidence and cancellation of insurance - An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association, and upon request, to any unit owner, mortgagee or beneficiary under a deed of trust. The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each unit owner and each mortgagee or beneficiary under a deed or trust to whom certificates of insurance have been issued.

(g) Disposition of insurance proceeds.

(1) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association unless:

(i) the condominium is terminated;

(ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(iii) eighty percent (80%) of the unit owners vote against such repairs or replacements.

The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

(2) If the entire Condominium is not repaired or replaced:

(i) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) the insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those common elements were assigned; and

(iii) the remainder of the proceeds shall be distributed to all unit owners in proportion to their common element interests.

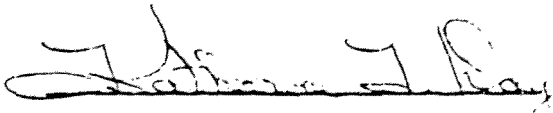
If the unit owners vote not to rebuild any unit, that unit's entire common element interest, votes in the Association and common expense liability are automatically reallocated upon the vote as if the unit had been condemned under Section 3107(a) of the Act (relating to eminent domain) and the association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations.

(3) Notwithstanding the provisions of this subsection, Section 3220 of the Act (relating to termination of condominium) governs the distribution of insurance proceeds if the condominium is terminated.

IN WITNESS WHEREOF, the said G. Brinton Motheral, III, Inc. and A. Richard Nernberg have caused their names to be signed to these presents on this 29th day of April, 1982.

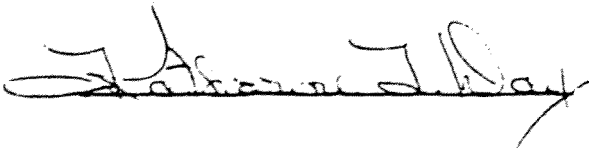
ATTEST:

G. BRINTON MOTHERAL, III, Inc.



By 

WITNESS:




A. Richard Nernberg

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this the 28th day of April, 1957, before me, a Notary Public, the undersigned officers personally appeared G. Brinton Motheral, III, Inc. and A. Richard Nernberg, being all of the first members of the Council, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Theresa Chaff-Jungler
Notary Public
My Commission Expires:

TERESA CHAFF, NOTARY PUBLIC
STATE OF PA, ALLEGHENY COUNTY
MY COMMISSION EXPIRES
Month: Pennsylvania Act 128 of 1962

BYLAWS
OF
COPELAND COURT
CONDOMINIUM ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws of the Copeland Court Condominium Association ("Association") provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act with respect to the Condominium created by the recording of the Declaration among the land records of Allegheny County in Deed Book Volume 5266 at Page 701.

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

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

1.4. Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

The Association

2.1. Composition. The Association is hereby organized on the date hereof as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration.

2.2. Annual Meetings. The annual meetings of the Association shall be held on the third Thursday of September of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot

of the Unit Owners in accordance with the requirements of Section 3.3 of these Bylaws (subject to Article 10 of the Declaration) and such other business as may properly come before the meeting may be transacted.

2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.4. Special Meetings

a. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least 50% of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within 45 days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within 15 days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

b. Within sixty days after conveyance of five of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which time members of the Executive Board shall resign as set forth in Article 10 of the Declaration. The Association hereupon shall elect a successor Executive Board to act in the place and stead of the members resigning and shall be elected or appointed as set forth in said Article 10 of the Declaration.

c. Within sixty days immediately preceding the date in which all Declarant appointed members of the Executive Board must resign pursuant to Article 10(c) of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the third annual meeting of the Association following the date of the election, and the successor member receiving the next highest number of votes shall serve until the second annual meeting of the Association following the date of the election and the member receiving the least number of votes shall serve until the first annual meeting of the Association following the date of the election. Thereafter one member of the Executive Board will be elected for a term of 3 years at each annual meeting.

d. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs b and c above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) shall be held concurrently with such annual meeting.

2.5. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly-scheduled meeting of the Association at least twenty but not more than sixty days, and of each special meeting of the Unit Owners at least ten but not more than forty-five days, prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Section and Section 8.1 of these Bylaws shall be considered service of notice.

2.6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time for which the original meeting was called.

2.7. Voting. Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310(a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the Owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty percent of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage interests in the aggregate. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Section 2.4b, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8. Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

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

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

ARTICLE III

Executive Board

3.1. Number and Qualification Powers. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three natural persons, all of whom shall be Unit Owners or designees of the Declarant. The Executive Board shall have all of the powers provided for in the Act, except to acquire Units.

3.2. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

- a. to adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- b. to adopt, repeal or amend Rules and Regulations;
- c. to designate signatories on Association bank accounts;
- d. to borrow money on behalf of the Association;
- e. to acquire and mortgage Units;
- f. to allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty days' written notice and without cause on or more than ninety days' written notice. The term of any such contract may not exceed one year.

3.3. Election and Term of Office. At the annual meetings of the Association, subject to Article 9 of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section(s) 2.4 b and c [and 3.5] hereof) shall be fixed at three years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.4. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 9.1 of the Declaration.

3.5. Vacancies. Except as set forth in Section 3.4 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.6. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.7. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a

majority of the members, but such meetings shall be held at least once every four months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telegraph, at least three business days prior to the day named for such meeting.

3.8. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three business days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Executive Board.

3.9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.11. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

3.13. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

ARTICLE IV

Officers

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

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

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

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

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

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgagees on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(a) and 3407(b) of the Act and Sections 5.9 and 5.11 below.

4.7. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$1,000.00 shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of \$1,000.00 or less may be executed by any one officer of the Association.

4.9. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate. Officers handling funds shall be bonded in a reasonable amount at the cost of the Association.

ARTICLE V

Common Expenses; Budgets

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

5.2. Preparation and Approval of Budget

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

5.2.2. On or before the next succeeding fifth day of November (or fifty-five days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owners' assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.

5.2.3. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

5.3. Assessment and Payment of Common Expenses

5.3.1. General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Executive Board may determine.

5.3.2. Limited Expenses. The Executive Board shall calculate the monthly assessments for Limited Expenses against each Unit obligated to pay Limited Expenses by multiplying (a) the total amount of the estimated funds required for Limited Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain other than Limited Expense Assessments by (b) the share of Limited Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's

Unit as provided in the Act and the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Limited Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Expenses in accordance with their allocable share of Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

5.3.3. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expense and/or Limited Expense which shall be assessed against the Unit Owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Expenses with regard to Limited Expenses (whichever is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3.1, 5.3.2 or 5.3.3 or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefore, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the date due and payable.

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

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

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

5.8. Rejection of Budget; Limitations of Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty days after approval by the Executive Board. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirements that the consent of Unit Owners entitled to cast at least two-thirds of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to (i) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than 5% of such aggregate amount after taking into account any projected increases in income, and (ii) to borrow money so that loans of the Association then outstanding would exceed 5% of such aggregate amount.

5.9. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five days following a written request therefor to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and, provided further that, subject to Section 3315(b)(2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

5.10. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment not paid within five days after its due date shall accrue a late charge in the amount of 5% of the overdue assessment in addition to interest at the rate of 15% per annum or such other rate as may be determined by the Executive Board permitted by law.

5.11. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

a. Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

b. Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

c. No Waiver of Rights. The failure of the Association the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

d. Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the

right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to Article 9 of the Declaration, (i) Section 2.4, (ii) Section 3.1, and (iii) this Section 7.1 may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

7.2. Approval of Mortgages. These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these Bylaws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

7.3. Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record properly adapted amendments to the Declaration on behalf of the Association.

ARTICLE VIII

Insurance

8.1. Basic Requirement. Property insurance shall be maintained on the Common Elements and Units exclusive of improvements and betterments

installed in Units by Unit Owners insuring against fire and extended coverage against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

8.2. If the insurance described in subsection (1) is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

8.3. Insurance policies carried pursuant to subsection (1) must provide that:

(a) each Unit Owner is an insured person unless the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(b) the insurer waives its right to subrogation under the policy against any Unit Owner of the Condominium or members of his household;

(c) no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy;

(d) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the master policy, the master policy is the primary insurance and the Unit Owner's insurance company will not be required to contribute to the loss.

(e) the insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust.

8.4. Any loss covered by the property policy under subsection (1) shall be adjusted with the Association, but the insurance proceeds for the loss shall be payable to any insurance trustee designated by the Association for the purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lineholders as their interests may appear. Subject to the provisions of subsection (5) below, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the condominium is terminated.

8.5. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit, but a copy of such policy is to be filed with the council or its managing agent.

8.6. An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner, Mortgagee, or beneficiary under a deed of trust.

8.7. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Condominium is terminated, or (2) repair or replacements would be illegal under any state or local health or safety statute or ordinance, or (3) eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

If the entire Condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were assigned, and (3) the remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element interest. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Elements interest, votes in the Association, and common expense liability, are automatically reallocated upon the vote as if the Unit had been condemned. The Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocation.

8.8. Workmen's Compensation and Fidelity Insurance. The Executive Board shall carry workmen's compensation and fidelity insurance covering such officers, directors, employees and agents of the Executive Board and of the Association and in such amounts as the Executive Board shall deem necessary or advisable.

ARTICLE IX

Miscellaneous

9.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

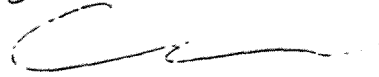
9.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

9.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

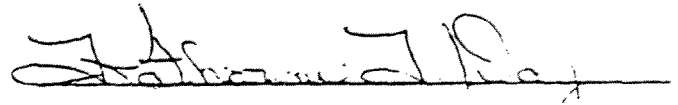
Executive Board of the
COPELAND COURT CONDOMINIUM ASSOCIATION



A handwritten signature in black ink, appearing to be "John H. Hill", written above a horizontal line.



A handwritten signature in black ink, appearing to be "C. ...", written above a horizontal line.



A handwritten signature in black ink, appearing to be "Thomas J. Ray", written above a horizontal line.

DECLARATION OF CONDOMINIUM BY DECLARANT AS SOLE EQUITABLE
PURSUANT TO §3219 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. G. Brinton
nc. and A. Richard Nernberg, a Pennsylvania general partnership
) as equitable owner in fee simple of the Real Estate des-
t A attached hereto, located in 7th Ward, City of Pittsburgh,
eny, Pennsylvania, hereby submits the Real Estate, and the
provements erected or to be erected thereon (collectively,
to the provisions of the Pennsylvania Uniform Condominium
§ 3101 et seq. (the "Act"), and hereby creates with respect
a conversion condominium, to be known as Copeland Court, A
"Condominium").

Section 1.2. Easements and Licenses. There are no easements or
ng the Real Estate submitted to the Act:

a. TOGETHER WITH the easements for utilities and public

Section 1.3. Defined Terms.

1.3.1. Capitalized terms not otherwise defined herein or in
ans shall have the meanings specified or used in the Act.

1.3.2. The following terms are used or defined in general
and shall have specific meanings herein as follows:

a. "Association" means the Unit Owners' Association of
and shall be known as the Copeland Court Condominium Associa-

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

c. "Condominium" means the Condominium described in
e.

d. "Declarant" means the Declarant described in Section
I successors to any Special Declarant Rights.

e. "Declaration" means this document, as the same may
time to time.

f. "Executive Board" means the Executive Board of the

g. "Limited Common Elements" are as defined and include decks and balconies, interior and exterior parking areas and storage areas.

h. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.3 of this Declaration.

i. "Plats and Plans" means the Plats and Plans attached to the Original Declaration and made a part hereof, as the same may be amended from time to time.

j. "Property" means the Property described in Section 1.1.

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

1.3.3. The following terms when used herein shall have the meanings set forth below:

a. "General Common Expense" means Common Expenses excluding Limited Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, computed on a square footage basis.

ARTICLE II

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

Section 2.1. Percentage Interests. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, 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 shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2. Unit Boundaries. Except for such portions thereof which are part of the Common Elements, the maximum boundaries of the Units are as reflected by the Declaration Plans and are as described as follows:

- (a) The Unit-side surface of the portion of such interior walls of the Building which are a part of the perimeter of such Unit,

- (b) The Unit-side surface of such exterior walls which are located on the perimeter of such Unit;
- (c) The lower surface of the ceiling immediately above such Unit;
- (d) The upper surface of the floor of such Unit;
- (e) The interior surface of such windows, window frames, window track, and windowsills which are set in the exterior walls of the Building which are adjacent to such Unit;
- (f) The interior surface of such doors (including sliding glass doors), door frames, door hinges, and doorsills, which are set in such interior and exterior walls of the Buildings which are adjacent to such Unit and are situated on the perimeter of such Unit;
- (g) It shall be the responsibility of each Unit owner to maintain, repair, paint and keep in good condition the area contained within his particular Unit.
- (h) The floor, wall and ceiling coverings, carpeting, paint, paper or similar items whether the perimeter of a Unit are a part of such unit;
- (i) Interior weight bearing walls and ducts, pipes and flus which pass through a unit but serve more than one unit and common elements. Those completely within the boundary of a unit but which serve the unit exclusively and a part of such 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. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all Units. Ordinary maintenance and repair of patio and balcony Limited Common Elements shall be the responsibility of the owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

1. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 89 in Thomas A. Mellon's Plan of McFarland's Grove, recorded in the Recorder's Office of said County in Plan Book Volume 3, Page 74, having a frontage on Copeland Street (formerly Center) of 25 feet extended Southwestwardly, preserving an even width of 25 feet a distance of 100 feet to an alley.

BEING designated in the Deed Registry Office of Allegheny County as Block 52-D-Lot No. 141.

2. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 90 in the Plan of Sub-division of McFarland's Grove, recorded in the Recorder's Office of said County in Plan Book Volume 3, Pages 74 and 75, and 82 and 83, bounded and described as follows, to-wit:-

SAID Lot No. 90 having a frontage of 25 feet on the Southwesterly line of Copeland Street, and extending Southwestwardly and preserving an equal width of 25 feet throughout, a distance of 100 feet to the Northeasterly line of a 10 foot alley called Telephone Alley.

BEING designated at Block 52-D-Lot No. 142.

3. ALL THAT CERTAIN strip or piece of land situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being the Northwesterly portion of Lot No. 91 in the Plan of Sub-division of McFarland's Grove aforesaid, bounded and described as follows, to-wit:-

BEGINNING on the Southwesterly line of Copeland Street at a distance of 80 feet Southeastwardly from the Southeasterly line of Elmer Street; thence extending Southwestwardly along the Southeasterly line of Lot No. 90 in the aforesaid Plan a distance of 100 feet to the Northeasterly line of a 10 foot alley; thence extending Southeastwardly along the line of property now or formerly owned by Alice Sullivan; thence extending Northeastwardly along the line of said Alice Sullivan and parallel with the Southeasterly line of Elmer Street, a distance of 100 feet to the Southwesterly line of Copeland Street, and thence extending Northwesterly along the line of Copeland Street, a distance of 2 feet to the Southeasterly line of Lot No. 90 in the aforementioned plan at the place of beginning.

BEING designated as Block 52-D-Lot No. 142.

4. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 91 in the Plan of Sub-division of McFarland's Grove Plan, as recorded in the Recorder's Office of said County in Plan Book Volume 3, Pages 74 and 75, and also page 82 in said Plan Book. Said part of Lot No. 91 aforesaid is more particularly bounded and described as follows, to-wit:-

BEGINNING at a point on the Westerly side of Copeland Street at a point distant 82 feet Southeast from Elmer Street; thence extending Southeastwardly along said Copeland Street, feet to the line of Lot No. 92 in said Plan; thence extending Southwardly along line of said Lot No. 92, 100 feet more or less to a 10 foot alley; thence extending Northwestwardly along said alley 23 feet; thence extending Northeastwardly by a straight line 100 feet more or less to the place of beginning.

BEING designated as Block 52-D-Lot No. 143.

5. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 92 in the Mellon Sub-division of McFarland's Grove recorded in the Recorder's Office of Allegheny County in Plan Book Volume 3, Pages 74 and 75, and being bounded and described as follows, to-wit:-

SAID lot having a frontage of 25 feet on the Westerly side of Copeland Street and extending back Westwardly preserving an even width between the line of Lots 91 and 93 in said Plan, a distance of 100 feet to Telephone Alley in the rear.

BEING designated as Block 52-D-Lot No. 144.

6. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 95 in the Sub-division of McFarland Grove Plan recorded in the Recorder's Office of said County in Plan Book Volume 3, Pages 74 and 75, bounded and described as follows, to-wit:-

BEGINNING on the Westerly side of Copeland Street at the dividing line between Lots No. 94 and 95 in said Plan; thence Southwardly along said Copeland Street in front or width 25 feet to corner of Lot No. 96 in said Plan; thence Westwardly at right angles with said Copeland Street preserving an even width of 25 feet throughout a distance of 100 feet to Telephone Alley.

BEING designated at Block 52-D-Lot No. 147.

7. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 88 in Mellon's Plan of the Sub-division of McFarland Grove, recorded in the Recorder's Office of said County in Plan Book Volume 3, pages 74 and 75, being bounded and described as follows, to-wit:-

BEGINNING at the Southwest corner of Copeland Street and Elmer Street; thence Southwardly along Copeland Street 30 feet to a point; thence Westwardly at right angles to Copeland Street 66 feet to a point; thence Northwardly and parallel with Copeland Street 30 feet to the line of Elmer Street; and thence Eastwardly along Elmer Street 66 feet to the place of beginning.

BEING designated as Block 52-D-Lot No. 139.

8. ALL THAT CERTAIN lot on piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 93 in the McFarland Grove Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 3, Pages 74 and 75, and being more particularly bounded and described as follows, to-wit:-

BEGINNING on the Westerly side of Copeland Street at a point distant 130 feet Southwardly from Elmer Street; thence Southwardly along said Copeland Street in front or width 25 feet to Lot No. 94 in said Plan; thence Westerly at right angles to Copeland Street, preserving an even width throughout a distance of 100 feet to Telephone Alley.

BEING designated as Block 52-D-Lot No. 145.

9. ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 94 in the McFarland Grove Plan of Lots as recorded in the Recorder's Office of Allegheny County, in Plan Book Volume 3, Pages 74 and 75, being bounded and described as follows, to-wit:-

BEGINNING on the Westerly side of Copeland Street at a point distant 155 feet Southwardly from Elmer Street; thence Southwardly along said Copeland Street in front or width 25 feet to Lot No. 95 in said Plan; thence Westwardly at right angles to Copeland Street preserving an even width of 25 feet throughout a distance of 100 feet to Telephone Alley.

BEING designated as Block 52-D-Lot No. 146.

BEING the same premises which William L. Vansant and Shirley R. Vansant, his wife, by their deed dated January 24, 1973 and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 5185, Page 401, granted and conveyed to Christina R. Vansant, unmarried, one of the parties of the first part hereto. Being the same premises which Christina R. Vansant, unmarried, et al, by their deed dated the 27th day of August 1973 and recorded in the Recorder's Office of Allegheny County Deed Book Volume 5266, Page 701, granted and conveyed to David Q. Steele, et ux.

PROPORTIONATE UNDIVIDED INTEREST IN THE
COMMON ELEMENTS OF EACH UNIT

<u>No.</u>	<u>Percentage</u>
1	3.7037
2	3.7037
3	3.7037
4	3.7037
5	3.7037
6	3.7037
7	3.7037
8	3.7037
9	3.7037
10	7.4074
11	7.4074
12	7.4074
13	7.4074
14	7.4074
15	7.4074
16	7.4074
17	7.4074
18	7.4138

EXHIBIT B

COPELAND COURT MAINTENANCE SCHEDULE
PROJECTED AND ESTIMATED FOR
THE YEAR MAY 1, 1982 TO MAY 1, 1983

Gas (includes heat).....	\$4,000
Electricity (common area).....	2,400
Water/Sewage.....	1,600
Insurance (fire, casualty & liability, not personal property)....	2,250
Snow Removal and Landscaping.....	1,500
Maintenance.....	<u>1,200</u>
Reserve	\$12,950

The maintenance schedule was prepared by G. Brinton Motherall, III.

BUILDING COMPONENT REPORT
COPELAND COURT CONDOMINIUM
710 COPELAND STREET, PITTSBURGH, PA 15232

<u>COMPONENT</u>	<u>AGE</u>	<u>CONDITION</u>	<u>USEFUL LIFE</u>	<u>REPLACEMENT COST</u>
Exterior Walls-Masonry, Wood	12	Good	100 yr.+	\$ -
Interior Part.-Stud, Plaster	12	Good	100 yr.+	-
Floor System-Steel, Wood, Cong.	12	Good	100 yr.+	-
Roof Structure-Wood	12	Good	100 yr.+	-
Roofing-Shingle, Built Up	12	Good	20 yr.*	8,000
Plumbing-Misc. Material	12	Good	50 yr.+	57,000
Water Heater-Electric	12	Good	5 yr.+	3,600
Heating-Gas, Warm Air	12	Good	10 yr.+	12,000
Air Conditioning-Electric	12	Good	10 yr.+	12,000
Electrical-Misc. Material	12	Good	30 yr.+	27,000
Decks, Balconies-Dexotex, Wood	12	Good	10 yr.**	4,500

Pest Control - No Apparent Problem

Work to be done before sale finalized:

*New Roof - Fiberglass or asphalt on pitched sections, 3 ply built up on flat section.

**Deck and Balcony - Recoat with sealant preservative.



Donald Stone

EXHIBIT "D"

The Following Items will be completed to the Common and Limited Common Areas of 702-710 Copeland Streets prior to May 1, 1982, at the cost of the Declarant.

- Installation of new storm sewer drains under garage floor.
- Widening of storm sewer drain at bottom of driveway.
- Paint garage completely - ceiling, walls, floor.
- Fix and paint garage door, install timer on door and ceiling lights.
- Clean and paint laundry room.
- Install base layer of asphalt to driveway, install heat cables with sensor, then finish coat of asphalt.
- Storage locker area in the garage to be removed to provide additional parking.

In areas where needed as deemed by Developer.

- Remove stone support wall in rear and fill with slag to support concrete parking area. Replace stone and install new concrete. Repair stone supports on rear wood stairs to back porches.
- Remove square concrete pads in rear. Fill with gravel and then replace some of the square concrete pads for walkway.
- Remove metal poles and install treated railroad ties for car stops. Install eight railroad tie planters with 5'-6' evergreens.
- Install two enclosed garbage areas.
- On existing shingled area of roof, install new 235-pound asphalt shingles over existing shingles. On flat area, install new 3-ply hot tar roof with gravel or 1/2" insulation board with sure-seal roof coating. One year guarantee against leakage provided by Developer. Materials guarantee provided by manufacturer.
- Sky lights to be caulked and enclosed with clear plexiglass. Roof gutters and downspouts to be repaired or replaced where necessary. Rear porches to be sealed to prevent leakage. Additional gutters and downspouts installed.
- All exterior wood will be painted or stained two coats.
- Install herringbone designed treated wood finish to exterior of front porch enclosure and below second floor window.
- Install plywood batten strips to front and back porch entrance.
- Landscaping and exterior security landscape lighting by contractor.
- Install screens and interior storm windows to all sliding windows.
- Install screens to all sliding doors.

Copeland Court

Copeland Court Condominium Association

Amendment to Bylaws

June 24, 1985

To require, on resales of Copeland Court units, that future buyers deposit two months' maintenance fee to supplement the general maintenance reserve. This non-refundable deposit will be used for future projects and will be collected in connection with closings.

IMPORTANT!

Please

Read

AMENDMENTS TO BYLAWS
June 29, 1986

2. There was general agreement to amend our bylaws to allow for proxy vote as follows. In situations where the proxy is to be of a permanent nature, ie, repeatedly, the owner may sign, in writing, and have notarized a statement and send it to the treasurer indicating who is to have the proxy vote. In emergencies if someone is going to be away for a given meeting and wishes to have his or her voice heard, they may submit in writing with hand-written signature, a note indicating who will take their place at this given meeting. This cannot be done for two meetings in a row, nor can it be done for more than four meetings per year.

AMENDMENTS TO BYLAWS

July 24, 1986

- a. You are responsible for keeping me informed of your current address. This letter is being personally delivered to those people who live here and for those who live elsewhere, it is being mailed via certified return receipt. Please write me, either with your next maintenance fee or otherwise, in a legible fashion (type or print) the following:
1. Correct address.
 2. Location you would like your correspondence sent. For absentee owners, if you have delegated your vote to some proxy person, who is to get the notices, minutes, etc., the proxy person or the owner.
 3. Phone numbers where the owner or proxy person can be reached, day and night preferably.
 4. Emergency contact person. If you are not available, does someone else have the key, etc.
- b. Maintenance fees. Currently fees are \$50 per month for lower units and \$100 per month for upper units. Fees are due in my possession by midnight the fifth calendar day of each month. Anything received after that will be charged a flat \$10 late fee. I don't care when the letter was mailed or when the check was written out. It must be in my possession by the 5th. If your payment is after the 5th you will be notified of a \$10 charge, which must be paid with next months payment. Your payment is still due within the calendar month. If no payment is received by the 5th day of the following month, then we will proceed as outlined below under paragraph c. Individual assessments that we may levy from time to time to cover unplanned expenses will be expected to be paid 60 days from date of notice. Again, anything after 60 days will receive a flat \$10 late fee. Bounced checks will incur a \$15 fee.
- c. Persistent non-payment of fees: There are several units with significant outstanding or long-term balances. You will be notified that your account is in arrears. You will be given an opportunity to be heard at our next association meeting to outline a reasonable plan of payment or explain the reason for non-payment. At this point it will be the decision of the executive board whether or not to levy a fine. The amount of fine is up to the executive board and may be as high as 100% of the outstanding balance. Failure to tender any explanation, ie, failure to appear, will result in a fine being levied.

At this point we, meaning the rest of the owners, have several options. First, the unit in arrears will have a lien on it. All future buyers will be informed, and the balance will have to be paid as a condition of the sale. Secondly, we can sue for payment and if we win the cost of the suit will be born by the party in arrears. If we decide not to sue, then 90 days after the first fine if the account is still in arrears, we will notify the owner again of an opportunity to be heard at the next association meeting, and levy another fine at that time if indicated.

AMENDMENTS TO BYLAWS COPELAND COURT CONDO

February 21, 1988

- I. Policy of late fees to be changed such that, if maintenace fee payments are not cleared (payed off) in 6 months, then late fee is increased to \$20.00 per month for every month debt remains in force.

This was approved by a vote of members present accounting for 15 votes (out of a total of 27 outstanding).

Jerry Rabinowitz
Treasurer/Secretary
Copeland Court Condominiums



Amendments to the Bylaws of Copeland Court

May 23, 2011

A. Condo Associations Dues

1. Fees are currently \$350 per month for upper units and \$175 per month for lower units.
2. Payments must be made by the 15th of the month. Any unit with a balance after midnight of the 15th of the month will accrue a 15% penalty of the total debt to the condominium association.

B. Property Rules

1. Lower units must store garbage cans in the rear of the building (entrance facing Telephone Way, rear parking lot).
2. Garbage Collection
 - i. Garbage or recycling for pickup can be placed on the front sidewalk no earlier than 24 hours before scheduled pickup.
 - ii. Garbage cans must be removed from the street and placed in respective condominium's designated garbage can area no later than 12 hours after garbage has been collected. If unit owner/renter is away from their property after garbage collection, arrangements must be made to have cans retrieved.
3. All garbage and waste stored on the outside of the building must be in an outdoor garbage can.
4. Owners must immediately clean waste from pets in the front yard and all common areas.
5. Upper Units are responsible for the clearing of snow from their front deck and common area and their back patio.
6. Residents using the laundry areas are responsible for removing all laundry and trash from the facility. They are also required to turn off the light and close the door when they are finished using the facility.
7. No satellite dishes may be hung from the walls of the property.
8. Wires (cable/etc) are not to be run over the roof to connecting units or be run in the front of the building.

C. Renting Rules

1. A unit owner must be given permission from the Copeland Court Executive Board to rent their unit.

2. All units that are sold from the date of this addendum going forward are to be sold subject to the future buyer occupying the purchased unit as his/her primary residence and NOT as an investment rental property.

3. Currently the owners of units 1, 2, 3, 4, 5, 6, 7, 10 and 11 have been granted permission to rent their units. *← UNIT 16 NEEDS ADDED.*

4. Renter's names, contact information and dates of the lease must be on file with the property manager.

5. Renting leases can be a maximum of 1 year.

6. All renters must be approved by the executive board with a personal meeting. This can be done by request or at the board's monthly meeting.

7. All renters are required to have renters insurance, which must be on file with the property manager.

8. The executive board has the right to inspect a rented unit without prior notice to the tenant or owner.

9. Renters cannot smoke in their unit or on the common property of the association.

10. Renters cannot have pets in their unit.

11. Renters are expected to keep noise levels to reasonable levels in their units or in the common property of the building.

12. Renters should be aware that they live in a condominium building and should respect the safety of the other residents and the condition of common property.

13. A unit may only be rented to a single person or family. No subleasing or multiple tenants.

14. Advertising for renting on the property is prohibited.

D. Penalties

1. Owner living in unit;

An owner who lives on the property will receive a warning for breaking property rules, \$100 fine for a repeat offense, and then a \$200 fine. Penalty will go back to a warning after a period of 6 months with no offenses.

2. Rented unit;

An owner/tenant who has broken the renting rules or property rules will receive a warning for the first offense, \$200 fine for a repeat offense, and then a revocation of Renting Privileges. Warnings and fines will be given to the unit owner and is the owner's responsibility to communicate with the tenant. Penalty will go back to a warning after a period of 6 months with no offenses.

3. If revoking of renting privileges occurs, the current tenant will be permitted to live out his/her lease. If the unit continues to be rented past the date, the unit owner will receive a \$1000 a month fine for each month the unit is rented past the last lease of the tenant.