

FOR
AMENDMENT

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3-2-95

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DEED BOOK

VOL. 941 PAGE 329

FOR
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RECORDED
8-30-95

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573

DECLARATION OF CONDOMINIUM

for

LEBANON HOUSE CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. BILLY R. WAGNER (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit A attached hereto, located in the Municipality of Mt. Lebanon, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S. §3101 et. seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Lebanon House Condominium" (the "Condominium").

Section 1.2. Easements and Licenses. The following are the recorded easements and licenses affecting the Real Estate hereby submitted to the Act:

a. Coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed or reserved by instruments of record; right of surface, lateral or subjacent support; or any surface subsidence.

b. The following right of way:

Grantor: Jacob Mast
Grantee: Western South Atlantic Pipe Lines
Granted by instrument dated January 13, 1868, and recorded in Oil and Gas Book Volume 3, page 254, for pipe line.

c. Stand by Agreement Columbia Gas of Pennsylvania, Inc. and Billy R. Wagner, et al., dated August 26, 1966 and recorded in Deed Book Volume 4677, page 461.

d. Twenty foot building line as set forth in the Albion Place Plan of Lots, of record in Plan Book Volume 23, pages 78 and 79.

e. Washington Road, as widened.

f. Restrictions as set forth in deeds from John H. McAllister, et ux., of record in Deed Book Volume 1567, page 502, and Deed Book Volume 1587, page 42.

Section 1.3. Defined Terms.

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

1.3.2. Terms Defined Herein. 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 "Lebanon House Condominium Association."

b. "Building" means any building 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" means the Common Elements described as such in the Act, including the indoor storage lockers and parking spaces located in the Building, as shown on the Plats and Plans.

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. "Plat and Plans" means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania at Plan Book Volume 127, Page 155-169 as the same may be amended from time to time, which are hereby incorporated herein as Exhibit B.

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

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

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

a. "General Common Expenses" 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 "C" attached, as the same may be amended from time to time.

c. "Reserved Common Elements" means portions of the Common Elements which the Executive Board designate as such from time to time pursuant to Section 3.2 hereof.

d. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (i) the Declarant; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (iii) any other mortgages approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

ARTICLE II

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

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

Section 2.2. Percentage Interests. Attached as Exhibit "C" 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 number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in paragraphs (1) and (3) of §3202 of the Act which are appurtenant to the Unit.

Section 2.4. 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 of a Limited Common Element 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 such Units. Ordinary maintenance and repair of deck 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 or replacements of all general and Limited Common Elements, including but not limited to the roof, garage, storage lockers and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

Section 2.5. Relocation of Unit Boundaries: Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject to compliance with the provisions of §13214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §13215(c) of the Act may not result in more than ten (10) additional Units.

ARTICLE III

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

Section 3.1. Limited Common Elements. Portions of the Common Elements are marked on the Plans and Plans as "Limited Common Elements" including the penthouse deck, balconies, storage lockers and garage parking spaces. Declarant reserves the right to make the initial assignment of the 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.

Section 3.2. Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Included in the Reserved Common Elements shall be the building storage

rooms, laundry rooms and such other areas as the Executive Board may designate for commercial uses.

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 are hereby created:

a. 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 or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

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

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order

to maintain reasonable standards of health, safety and appearance.

The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

e. Construction Easement. Until the expiration of four (4) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

f. Mt. Lebanon Requirements. Pursuant to the requirements of the Common Ownership Property Ordinance of the Municipality of Mt. Lebanon, and to the extent not otherwise provided for in this Declaration, each Unit Owner is hereby assured adequate and uninterrupted access to and maintenance of common areas, including but not limited to gas, water, electric and telephone lines; heating, ventilating and air conditioning facilities; walls; steps; interior and exterior lights; storm and sanitary sewers; roof drains; drainage swales; cable television antennas; parking facilities or areas related to main structures; elevator; pedestrian ways; parking and pedestrian access; driveways; porches; patios; railings; common utility rooms; hallways; laundry facilities; garbage disposal facilities; recreational areas and the like; and the Municipality of Mt. Lebanon is hereby released and absolved from responsibility for maintaining any of the foregoing items and insuring access to all Units and common areas for police and fire protection.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. 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 Permitted Mortgagees. 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 Permitted Mortgagees 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 (1) terminating or abandoning the

Condominium (except for termination or abandonment as a result of 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. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. 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.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plans and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plans and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent registered architect or licensed professional engineer in the case of any such amendment to the Plans and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of the Executive Board.

ARTICLE VI

USE RESTRICTIONS

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. Units located on the first floor of the Building may be used for any lawful commercial purpose not inconsistent with applicable laws, Codes or ordinances. All other Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit owner shall permit his Unit to be used or occupied for any prohibited purpose.

b. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single small, non-illuminated name sign on the door of a Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the Property.

except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

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

e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.

f. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.

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

6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be

unreasonably withheld, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Plans and Plans, it shall not be undertaken until the Plans and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, without incurring any liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

6.3. Rules and Regulations: Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be 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 then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

6.4 Sale of Units. Any owner who wishes to sell his or her Unit shall, at least ten (10) days prior to accepting any offer to sell, give to the Association written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said ten-day period, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said ten-day period, time being of the essence, then the Owner may sell his or her Unit to the original offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any holder of a mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage or any purchaser at a Sheriff's sale of the Unit or any mortgagee, or its designee, who accepts a Deed for the Unit in lieu of foreclosure, shall be exempt from the provisions of this section with respect to their obtaining title to the Unit. Thereafter they shall be subject to the provisions of this paragraph.

ARTICLE VII

MORTGAGES

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, 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. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgage 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 Secretary shall maintain a register of such Permitted Mortgagees, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

7.2. Rights of Permitted Mortgagees: 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) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

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 VIII

LEASING

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

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1. 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 and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

9.2. 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.

9.3. Surplus: The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next Monthly Assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

9.4. Limitation on Expenditures: There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of One Hundred Thousand (\$100,000.00) Dollars without the prior approval of the Unit Owners entitled to cast 66-2/3 percent of the votes of all Unit Owners.

9.5. Reserve: Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to twice the estimated monthly Common Expenses assessment allocable to the Unit purchased by such grantee and shall remit such amount to the Association. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

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

9.7. Interest and Charges: All sums assessed by the Executive Board against any Unit Owner shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to Section above.

ARTICLE X

DECLARANT'S RIGHTS

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

a. Until the 60th day after conveyance of 13 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

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

c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 180 days after 38 of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

10.2. Declarant Owned Units: Declarant will only be required to pay its pro rata share of actual operating expenses of the Building for any Units which it owns but which are not occupied by Declarant or a Tenant.

ARTICLE XI

LIMITATION OF LIABILITY

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.

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 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.

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.

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

IN WITNESS WHEREOF, Billy R. Wagner has caused this Declaration to be duly executed on this 17th day of November, 1983.

WITNESS:

Mona K. Savage

Billy R. Wagner
Billy R. Wagner

DESCRIPTION OF PROPERTY

ALL THOSE CERTAIN LOTS OR PINCES OF GROUND situate in the Municipality of Mt. Lebanon, Pennsylvania, formerly the Township of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 3 and 4 in the Albion Place Plan of Lots as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 23, pages 78 and 79, together bounded and described as follows:

BEGINNING at a point on the Westerly side of Washington Road as widened by the Township of Mt. Lebanon on the dividing line between Lots Nos. 2 and 3 in said Plan; thence Northwardly along the Westerly side of Washington Road as widened 80 feet to the dividing line between Lots Nos. 4 and 3 in said plan; thence by said dividing line between Lots Nos. 4 and 3 Westwardly 93.90 feet to the Easterly side of Lilac Way; thence along the Easterly side of Lilac Way in a Southerly direction 80 feet to the dividing line between Lots Nos. 2 and 3 in said Plan; thence by said dividing line Eastwardly 93.60 feet to the Westerly side of Washington Road as widened at the place of beginning.

HAVING erected thereon an apartment building known and numbered as 520 Washington Road.

BEING designated as Block 141-B, Lot No. 69.

EXHIBIT A

1VOL6770 PAGE 593

LOTS 366, ALBION PLACE PLAN OF LOTS
P.E. VOL. 23, PAGES 78177

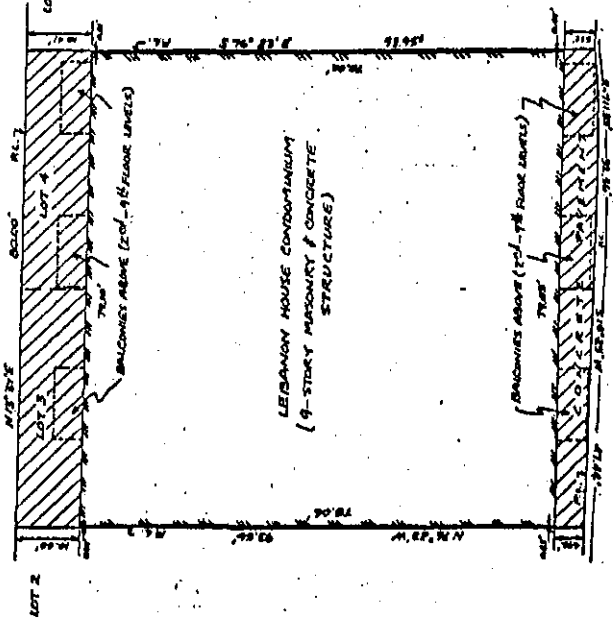
INDEX TO SHEETS

- 1. PLAT (SITE PLAN)
- 2. LOWER GARAGE PLAN
- 3. UPPER GARAGE PLAN
- 4. FIRST FLOOR PLAN
- 5. SECOND FLOOR PLAN
- 6. THIRD FLOOR PLAN
- 7. FOURTH FLOOR PLAN
- 8. FIFTH FLOOR PLAN
- 9. SIXTH FLOOR PLAN
- 10. SEVENTH FLOOR PLAN
- 11. EIGHTH FLOOR PLAN
- 12. NINTH FLOOR PLAN
- 13. ROOF PLAN
- 14. SCHEMATIC ELEVATION

I, David E. Murphy, a Licensed Professional Engineer and Professional Land Surveyor of the State of Pennsylvania, do hereby certify that I have prepared the above described plans and specifications in accordance with the laws and regulations of the State of Pennsylvania, and that the same are true and correct to the best of my knowledge and belief.

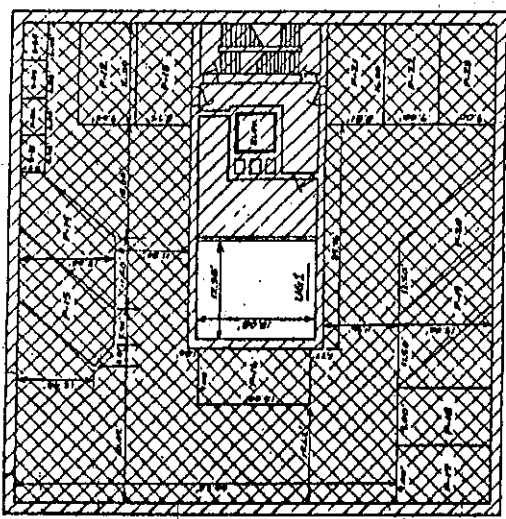
DATE: July 12, 1952
 COUNTY OF ALLEGANY
 CITY OF MORGANTHAU

PLATS AND PLANS OF
 LEBANON HOUSE
 CONDOMINIUM
 SITUATE IN MUNICIPALITY
 OF MOUNT LEBANON
 ALLEGANY COUNTY, PENNSA.
 DECLARANT: E. E. WASSER
 SHEET 3 OF 14
 PLAT (SITE PLAN)
 FILED IN THE OFFICE OF THE
 RECORDER OF DEEDS
 PITTSBURGH, PA.
 JULY 15, 1952



WASHINGTON ROAD 60'

- KEY:
- UNITS
 - COMMON AREA
 - LIMITED COMMON AREA



KEY

UNITS

COMMON AREA

LIMITED COMMON AREA

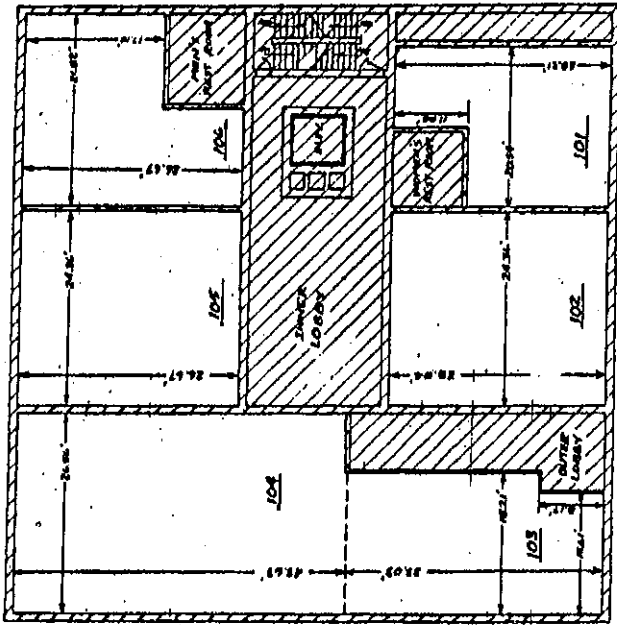
LEASING HOUSE
CONDOMINIUM

PLANNED UNIT DEVELOPMENT
SHEETS 3 OF 4
UPPER GARAGE PLAN

SCALE: 1" = 10'
JULY 15, 1983

I, Donald E. Macgregor, a Licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania, do hereby certify that the above described plat and technical drawings of the subdivision, as shown hereon, were prepared by me or under my direct supervision and that I am a duly qualified and duly licensed professional engineer and land surveyor in the State of Pennsylvania. I hereby certify that the building, including the property, shown on the drawings, including the walls, doors, windows, and other structural members, are in accordance with all applicable laws, rules and regulations of the State of Pennsylvania and all other laws and rules which may be applicable to the subdivision shown hereon.

D. E. Macgregor PLS 1397-A 2/15/83
REGISTERED ENGINEER



KEY

□ UNITS

▨ COMMON AREA

▩ LIMITED COMMON AREA

LEBANON HOUSE CONDOMINIUM
 SITUATE IN MOUNTAIN LEBANON ALLEGANY COUNTY, PENNSYLVANIA

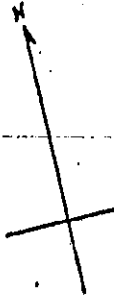
SHEET # 01 OF 04
FIRST FLOOR PLAN

P. J. HARRIS, ARCHITECT
 100 W. 10th St., P.O. Box 100
 PITTSBURGH, PA. 15224

REVISIONS: 1/15/83

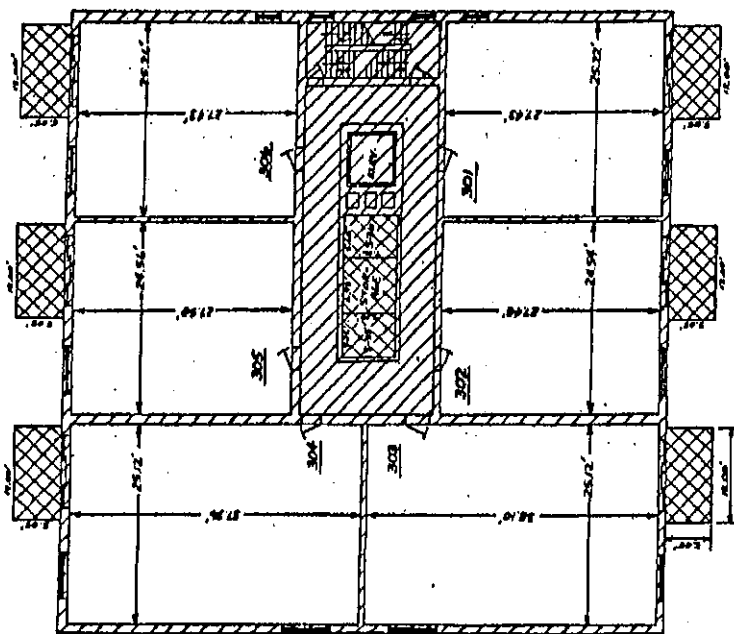
I, Donald E. Harpelle, a Licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania, do hereby certify that the above described plan and specifications are a true and correct copy of the original plan and specifications on file in my office, and that the same conform to the provisions of the Act of June 22, 1938, (Public Law 1077) relating to the recording of subdivision maps, and that the same conform to the provisions of the Act of June 22, 1938, (Public Law 1077) relating to the recording of subdivision maps, and that the same conform to the provisions of the Act of June 22, 1938, (Public Law 1077) relating to the recording of subdivision maps.

Donald E. Harpelle
 REGISTERED PROFESSIONAL ENGINEER
 2/15/83

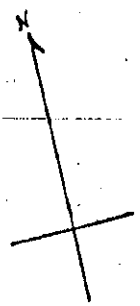


The undersigned, a Licensed Professional Engineer
 in the State of Pennsylvania, do hereby certify that
 the above described building and the construction of
 the same are in accordance with the provisions of
 the Pennsylvania Building Code, as amended, and
 the regulations of the Board of Fire and Building
 Inspection of the City of Pittsburgh, and that
 the same are safe and sound and comply with
 the provisions of the Pennsylvania Building Code,
 as amended, and the regulations of the Board of
 Fire and Building Inspection of the City of
 Pittsburgh, and that all information furnished
 herein is true and correct.
 W. H. HOFFA, REGISTERED ENGINEER NO. 14548

KEY
 UNITS
 COMMON AREA
 LIMITED COMMON AREA

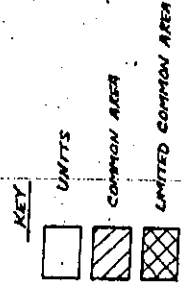


LEBRANON HOUSE
 CONDOMINIUM
 SITUATE IN COUNTY LEBRANON
 ALLEGANY COUNTY, PENNSA.
 SHEET 5 OF 4
 12-11-1988 FLOOR PLAN
 P.E. # 1111 REGISTERED ENGINEER
 W. H. HOFFA REGISTERED ENGINEER
 194 HAVENOR DR. CHICAGO, ILL.
 PITTSBURGH, PA. JULY 15, 1988



I, Walter P. S. 1571-A, a Licensed Professional Engineer and Professional Land Surveyor, (1) that all dimensions, measurements, bearings, and areas shown on these plans and plans to which reference is made herein, were taken by me or under my supervision and to which the necessary legal notices and proceedings have been given and returned, and (2) that these plans and plans were prepared by me or under my supervision and to which the necessary legal notices and proceedings have been given and returned, and the layout of the building shown on these plans and plans was taken from the actual building and that all information required by Section 2213 of the Pennsylvania Act, Chapter 101, is true and correct.

Walter P. S. 1571-A 7/15/03
 Registration Number



LEBANON HOUSE CONDOMINIUM

SITING IN MOUNT LEBANON ALLEGANY COUNTY, PENNSA.

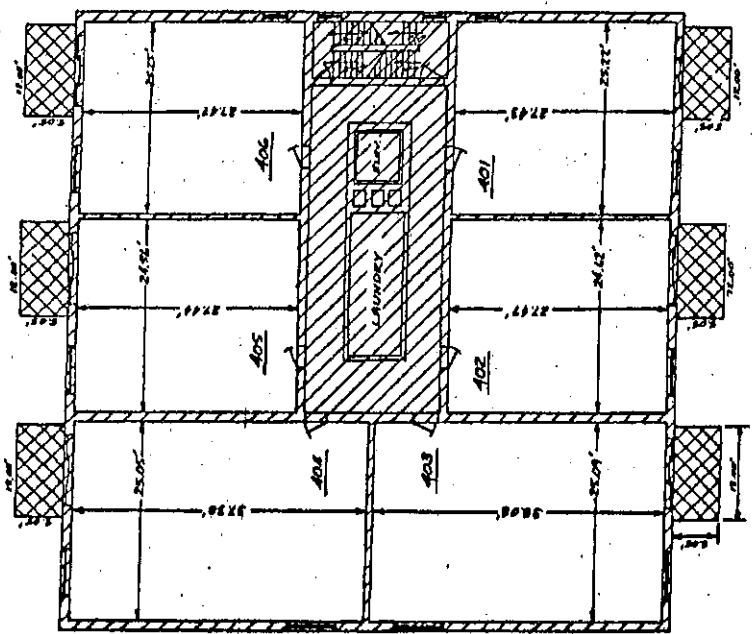
SHEET 7 OF 8

FOURTH FLOOR PLAN

D. P. S. 1571-A 7/15/03

PROFESSIONAL ENGINEER AND LAND SURVEYOR

PITTSBURGH, PA.

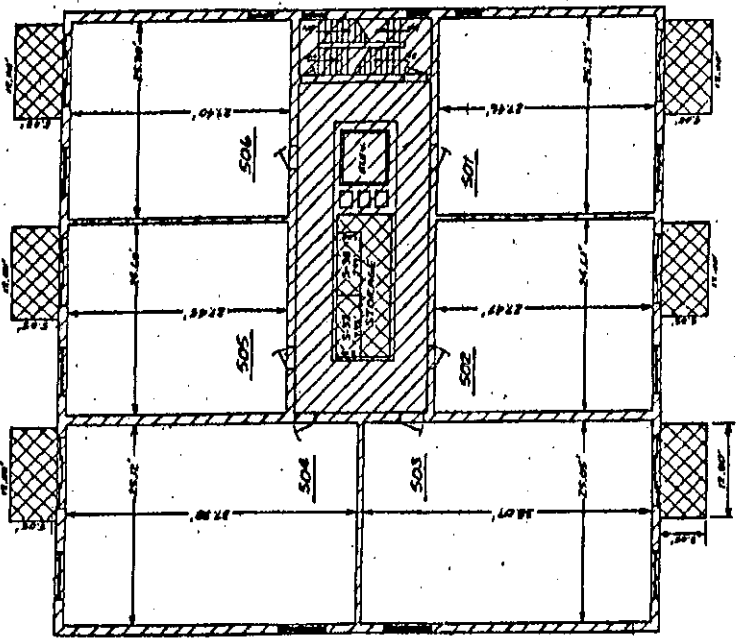
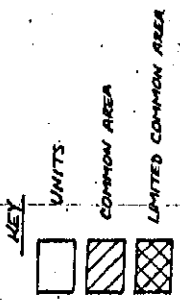


NOTE: FOR UNIT FLOOR PLANS, SEE SHEET 5.



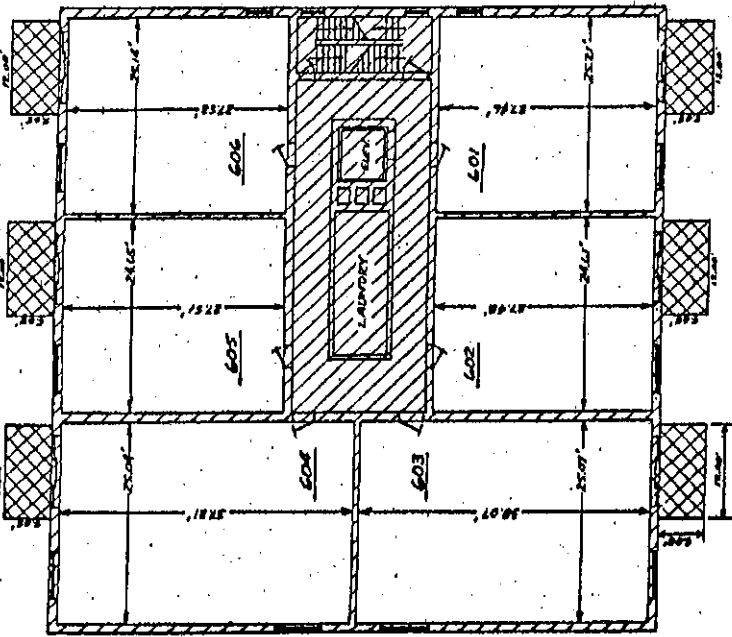
I, Donald E. Taylor, a Licensed Professional Engineer and Professional Land Surveyor, do hereby certify that all dimensions shown herein and shown on the drawings of the building shown in this plan and all other dimensions shown on the drawings are correct and true to the original survey and measurements made by me or by a duly licensed and qualified surveyor or engineer in my presence and in accordance with the laws of the State of Pennsylvania. I am a member of the Pennsylvania State Surveyors' Association and the Surveyors' Association of the State of Pennsylvania. My office is located at 1234 Market Street, Harrisburg, Pennsylvania. My license number is 12345. My commission expires on 12/31/2025. My office is located at 1234 Market Street, Harrisburg, Pennsylvania. My license number is 12345. My commission expires on 12/31/2025.

D. E. Taylor
 D. E. Taylor
 Registered Professional Engineer
 Registered Professional Land Surveyor



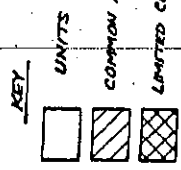
NOTE: FOR UNIT FLOOR PLANS, SEE SHEET 5.

LEISNON HOUSE CONDOMINIUM	
SITING IN COUNTY LEISNON ALLEGHANY COUNTY PENNSYLVANIA	
SHEET 5 OF 10	
FIFTH FLOOR PLAN	
D. E. TAYLOR P.E., P.L.S.	SCALE: AS SHOWN DIMENSIONS ARE PERMANENT DE FEDERAL SURVEYING PITTSBURGH, PA. JULY 15, 1985



I, Ronald S. McCreedy, a Licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania, do hereby certify that the above described plans and specifications were prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania. I am a duly licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania. I am a duly licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania.

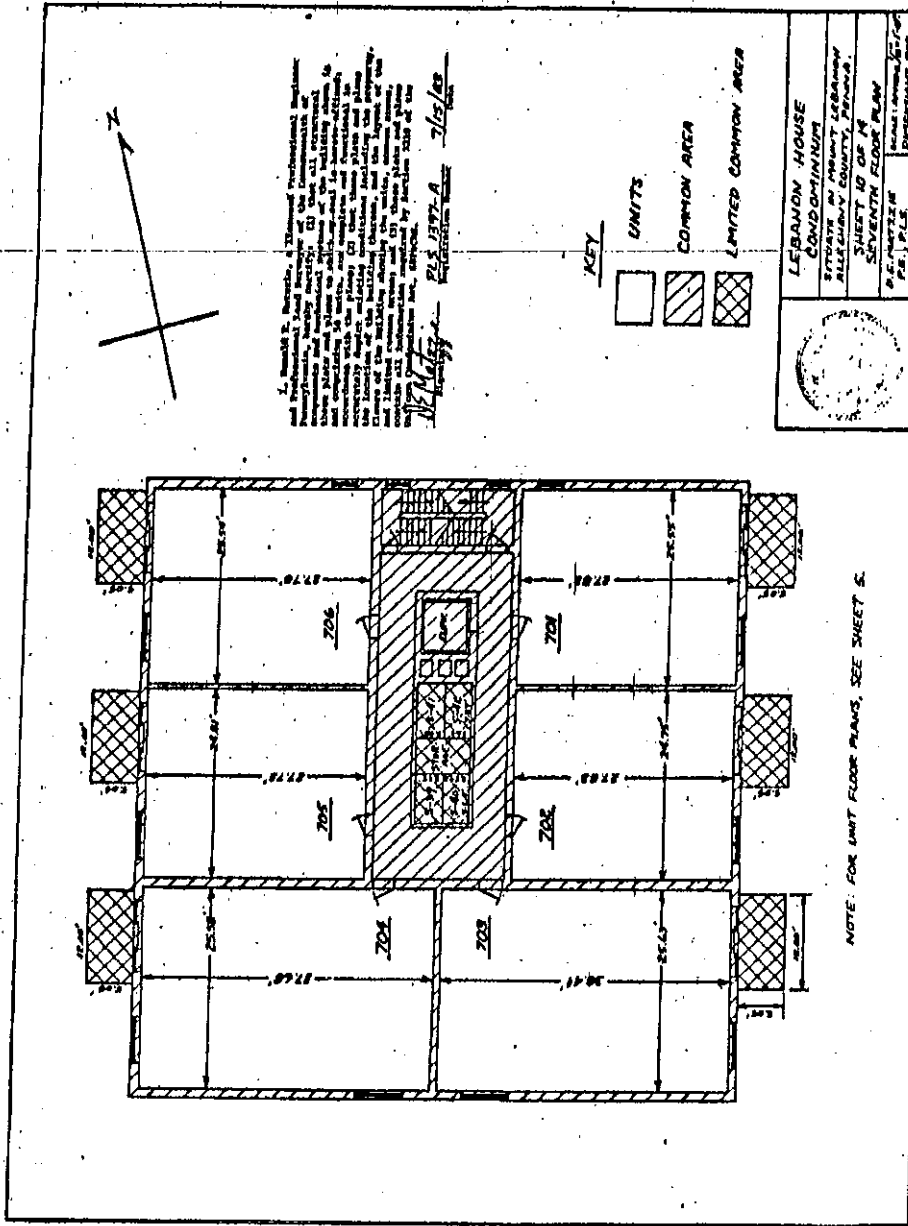
R. S. McCreedy 7/15/83
 Registered Professional Engineer
 License No. 18871-A
 Registered Professional Land Surveyor
 License No. 18871-B



LEBANON HOUSE
 CONDOMINIUM
 SITUATE IN TOWNSHIP LEBANON
 ALLEGHENY COUNTY, PENNSA.
 SHEET 9 OF 28
 SIXTH FLOOR PLAN

DEMETRIE
 ARCHITECTS & ENGINEERS
 1000 PENNSYLVANIA BLVD.
 PITTSBURGH, PA. 15222
 JULY 25, 1983

NOTE: FOR UNIT FLOOR PLANS, SEE SHEET 5.

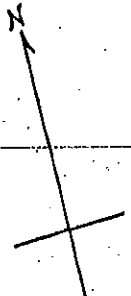


1. Section 2. Section 3. Section 4. Section 5. Section 6. Section 7. Section 8. Section 9. Section 10. Section 11. Section 12. Section 13. Section 14. Section 15. Section 16. Section 17. Section 18. Section 19. Section 20. Section 21. Section 22. Section 23. Section 24. Section 25. Section 26. Section 27. Section 28. Section 29. Section 30. Section 31. Section 32. Section 33. Section 34. Section 35. Section 36. Section 37. Section 38. Section 39. Section 40. Section 41. Section 42. Section 43. Section 44. Section 45. Section 46. Section 47. Section 48. Section 49. Section 50. Section 51. Section 52. Section 53. Section 54. Section 55. Section 56. Section 57. Section 58. Section 59. Section 60. Section 61. Section 62. Section 63. Section 64. Section 65. Section 66. Section 67. Section 68. Section 69. Section 70. Section 71. Section 72. Section 73. Section 74. Section 75. Section 76. Section 77. Section 78. Section 79. Section 80. Section 81. Section 82. Section 83. Section 84. Section 85. Section 86. Section 87. Section 88. Section 89. Section 90. Section 91. Section 92. Section 93. Section 94. Section 95. Section 96. Section 97. Section 98. Section 99. Section 100.

KEY
 UNITS
 COMMON AREA
 LIMITED COMMON AREA

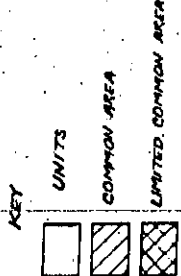
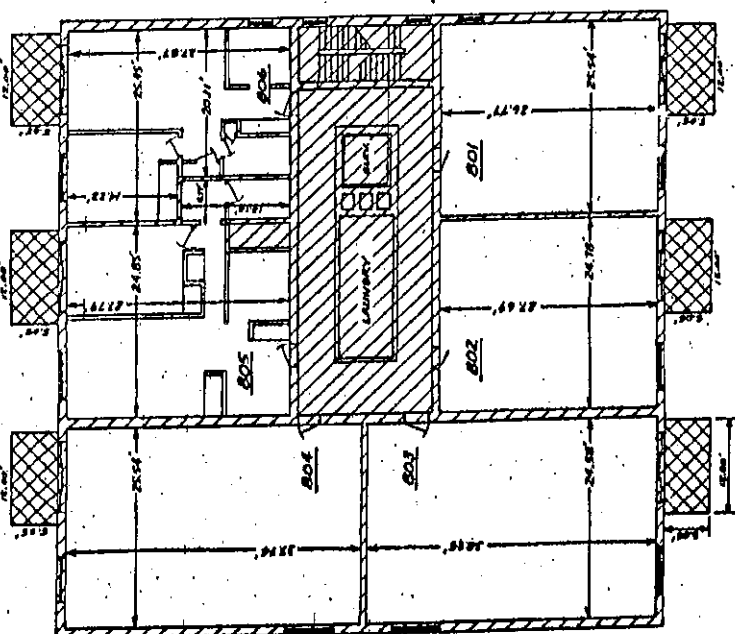
LEBANON HOUSE
 CONDOMINIUM
 STRONG COUNTY, INDIANA
 SHEET 10 OF 14
 SEVENTH FLOOR PLAN
 P.E. METZGER
 ARCHITECT
 1000 W. 10TH ST.
 INDIANAPOLIS, IN.
 JULY 15, 1968

NOTE: FOR UNIT FLOOR PLANS, SEE SHEET 5.



I, **Donald E. Mendenhall**, a Licensed Professional Engineer in Pennsylvania, hereby certify: (1) That all structural, mechanical and electrical systems of the building shown in these plans were designed by me or under my direct supervision and I am a duly Licensed Professional Engineer in Pennsylvania; (2) That these plans and specifications conform with the laws of the State of Pennsylvania and the regulations of the Board of Professional Engineers, Architects and Surveyors; (3) That I am not aware of any pending or proposed laws or regulations which would require a change in these plans and specifications; and (4) That I am not aware of any pending or proposed laws or regulations which would require a change in these plans and specifications.

Donald E. Mendenhall
 Registered Professional Engineer
 License No. 145183



**LEBANON HOUSE
 CONDOMINIUM**
 STRAIGHT IN FRONT LEBANON
 ALLEGANY COUNTY, PENNSA.
 SHEET # OF 4
 QUARTER FLOOR PLAN
 BY: **WALTER** SCALE: **AS SHOWN**
 ARCHITECT: **WALTER**
 P.O. BOX 10000
 PITTSBURGH, PA. 15226
 JULY 15, 1983

NOTE: FOR FLOOR PLANS OF UNITS 801, 802, 803 AND 804, SEE SHEET 5.

LEBANON HOUSE CONDOMINIUM

EXHIBIT C
INITIAL UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT

<u>Unit No.</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
UG1	Storage	0.57%
101	Commercial	1.15%
102	Commercial	1.71%
103	Commercial	1.43%
104	Commercial	2.45%
105	Commercial	1.62%
106	Commercial	1.17%
201	Residential	1.64%
202	Residential	1.65%
203	Residential	2.31%
204	Residential	2.27%
205	Residential	1.65%
206	Residential	1.64%
301	Residential	1.73%
302	Residential	1.60%
303	Residential	2.39%
304	Residential	2.34%
305	Residential	1.69%
306	Residential	1.73%
401	Residential	1.73%
402	Residential	1.68%
403	Residential	2.39%
404	Residential	2.33%
405	Residential	1.68%
406	Residential	1.73%
501	Residential	1.73%
502	Residential	1.69%
503	Residential	2.38%
504	Residential	2.34%
505	Residential	1.69%
506	Residential	1.72%
601	Residential	1.73%
602	Residential	1.69%
603	Residential	2.38%
604	Residential	2.33%
605	Residential	1.69%
606	Residential	1.73%
701	Residential	1.77%
702	Residential	1.72%
703	Residential	2.46%
704	Residential	2.41%
705	Residential	1.72%
706	Residential	1.77%
801	Residential	1.71%

802
803
804
805
806
900

Residential
Residential
Residential
Residential
Residential
Residential
Total

1.71%
2.35%
2.41%
1.83%
1.59%
9.09%
100.0000%

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY :

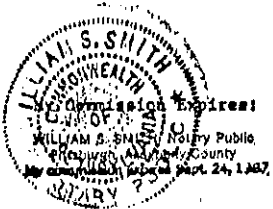
On this 17th day of November, 1903,

before me, a Notary Public, the undersigned officer, personally appeared

BILLY R. WAGNER, who acknowledged himself to be the Declarant of
Reversionary Interest and being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the
name of himself as Declarant.

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

William S. Smith
Notary Public



VOL 6770 PAGE 611

NOV-17 83 98612

Recorded <i>Not to be recorded</i> Number	DECLARATION OF CONDOMINIUM FOR LENNAN HOLE CONDOMINIUM
Vol. <u> </u> Page <u> </u>	
Fees \$ <u> </u>	
PAID TO:	
William S. Smith, Esquire GONDELMAN BAXTER MCENERY AND SWHILL SMITH YATCH & TRUMAN A PROFESSIONAL CORPORATION ATTORNEYS AT LAW 700 NORTH AVENUE PITTSBURGH, PENNSYLVANIA 15219-3207 412.781.5200	



COMMONWEALTH OF PENNSYLVANIA)
) ES;
 COUNTY OF ALLEGHENY)

RECORDED on this 17th day of November, A.D. 19 83, in
 the Recorder's Office of said County, in Vol. 6770, page 578 of the
 Registry.

GIVEN under my hand and the seal of the said office, the 17th day of November, A.D. 19 83,
Michael J. Kelly
 Recorder

AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, Billy R. Wagner (the "Declarant"), filed a Declaration of Condominium for Lebanon House Condominiums ("Condominium") on November 17, 1983 in the office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 6770, page 578, and the plats and plans thereof being recorded in said Recorder's office in Plan Book Volume 127, pages 156-169. The said Declaration is hereby incorporated by reference and made a part hereof; and

WHEREAS, pursuant to Article II, Section 2.5 of the Declaration the Declarant has the authorization to subdivide or convert units in accordance with the Uniform Condominium Act, 68 Pa.C.S. § 3101 et seq. (the "Act"); and

WHEREAS, sixty-seven percent (67%) of the votes of the Association are allocated to the Declarant by virtue of his ownership of more than a sixty-seven percent (67%) interest in the Condominium, said percentage interest being the determining factor of the number of votes in the association pursuant to Article II, Section 2.2 of the Declaration; and

WHEREAS, it is the desire of Declarant to relocate boundaries between Units 103 and 104 of the Condominium. The relocation of boundaries shall be pursuant to the amended plats and plans filed on even date herewith in said Recorder's Office; and

WHEREAS, Declarant is owner of both Units 103 and 104; and

WHEREAS, Declarant has filed an Application for Subdivision with the Association pursuant to § 3215 of the Act.

NOW, THEREFORE, with the intent to be legally bound and in accordance with the Act, Declarant hereby amends the Declaration to include the following:

1. Recitals. The recitals set forth above are hereby incorporated by reference and made a part hereof.

2. Relocation of Unit Boundary. Unit 103 shall be expanded to include a portion of Unit 104 as that unit is set forth in the original plats and plans referenced above ("Original Plats"). The expansion of Unit 103 is set forth in a drawing attached hereto, made a part hereof and marked Exhibit "A".

3. Unit 104. Unit 104 shall be reduced in accordance with Exhibit "A".

4. Votes. Units 103 and 104 shall have the number of votes equal to the percentage of interest as set forth in Exhibit "A" and in accordance with Article II, Section 2.2 of the Original Declaration.

5. Common Expense Liability. The common expense liability shall also be amended to reflect the percentage of interest in the Condominium as set forth in Exhibit "A" and in accordance with Article II, Section 2.2 of the Original Declaration.

6. Common Element Interest. The Common Element Interest shall also be amended to reflect the percentage of interest in Units 103 and 104

of the Condominium as set forth in Exhibit "A" and in accordance with Article II, Section 2.2 of the Original Declaration.

7. The subdivision of Unit 104 shall not change the ownership of any other common elements other than Units 103 and 104.

WITNESS the due execution hereof the 21 day of June, 1984.

WITNESS:

Patricia C. Miller

Billy R. Wagner
Declarant and Owner, Billy R. Wagner

WITNESS:

Patricia C. Miller

LEBANON HOUSE CONDOMINIUM.


By Billy R. Wagner
Title Declarant & Owner

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ALLEGHENY : SS.

Before me, the undersigned authority, personally appeared BILLY R. WAGNER, who acknowledged himself to be the Declarant of Lebanon House Condominium Association and as such officer, being authorized to do so, did sign and seal the foregoing Amendment to Declaration on behalf of the Association by himself as such officer.

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

28th day of JUNE, 1984. *Juan M. Ramirez*
 My Commission Expires:
JUAN M. RAMIREZ, Notary Public
1115 CHAPEL ROAD, ALLEGHENY COUNTY
PUNY COMMISSION EXPIRES OCT. 6, 1988
Member, Pennsylvania Association of Notaries

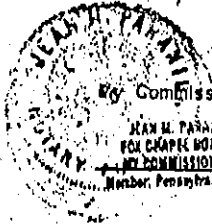
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS.

Before me, the undersigned authority, personally appeared BILLY R. WAGNER, who acknowledged himself to be the Declarant and Owner of Units 103 and 104 In Lebanon House Condominlums and as such did sign and seal the foregoing Amendment to Declaration for the purposes expressed therein.

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

28th day of June, 1984.

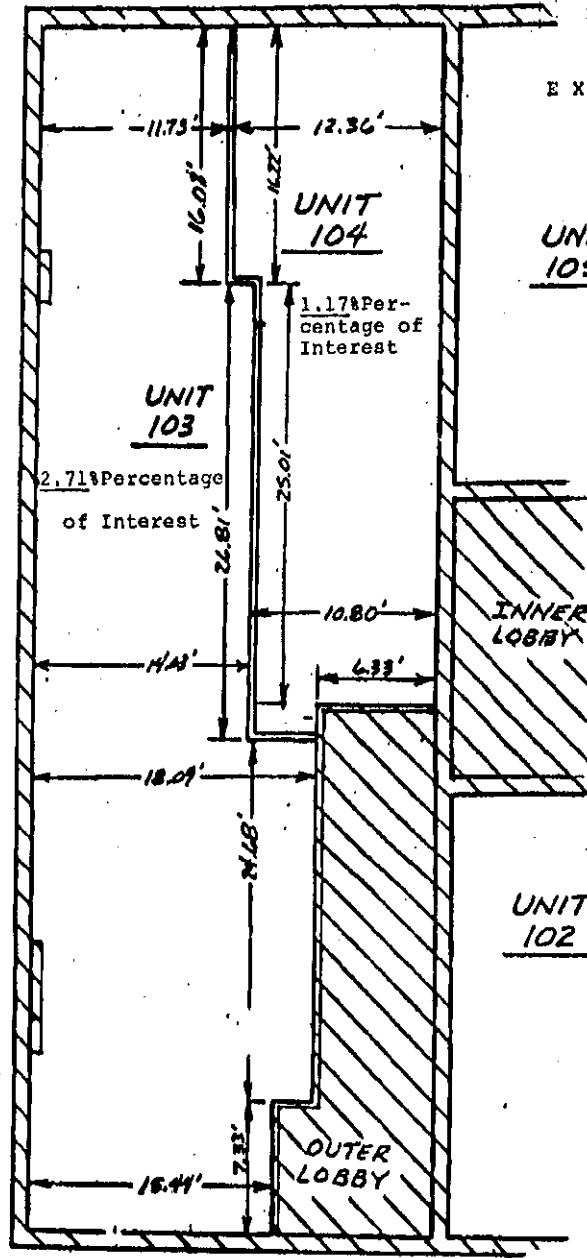
Jean M. Paronca
Notary Public



My Commission Expires:




JEAN M. PARONCA, NOTARY PUBLIC
FOR CHAPPEL HILL, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 6, 1986
Member, Pennsylvania Association of Notaries

EXHIBIT "A"



UNIT 105

KEY

-  UNITS
-  COMMON AREA
-  LIMITED COMMON AREA



I hereby certify that this is a correct Plan of Survey made upon the premises on the 26th day of June, 1984, showing the location of all buildings, fences, easements, or other servitudes apparent from a survey made on the ground.

Donald E. Metzger

PLAN OF SURVEY
OF
REVISED UNITS 103 AND 104
LEBANON HOUSE CONDOMINIUM

SITUATE IN MUNICIPALITY OF MT. LEBANON
ALLEGHENY COUNTY, PENNSYLVANIA

SCALE: APPROX 1/8" = 1'-0" JUNE 28, 1984
(DIMENSIONS PER FIELD MEASUREMENT)

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF ALLEGHENY

Recorded this 6th day of August, 1984, in the Recorder's
Office of the said State and County in Deed Book Volume 6925, page 292.

Given under my hand and the seal of the said office the day and
year aforesaid.

RECORDED
INDEXED
AUG 6 4 11 PM '84

Michael J. [Signature]
[Seal of the Recorder of Deeds, County of Allegheny, Pennsylvania]

AUG - E - 84 - 69612

<i>7th Lebanon</i> AMENDMENT TO CONDOMINIUM DECLARATION	LEBANON HOUSE CONDOMINIUMS BILLY R. WAGNER, Declarant <i>8/6/84 AM</i>	<i>prop. 346</i>	FEES \$	Return to: William S. Smith GONDELMAN BAXTER McVERRY 38000081 SMITH YATCH & TRIMM A PROFESSIONAL CORPORATION ATTORNEYS AT LAW 718 FIFTH AVENUE PITTSBURGH, PENNSYLVANIA 15219-2007 412.782.2000
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CORRECTIVE AMENDMENT TO
DECLARATION OF CONDOMINIUM

The Uniform Condominium Act, 68 Pa C.S.A. Section 3219(f) states that the executive board may file a corrective amendment " to cure any ambiguity or correct or supplement any provision of the declaration, including plats and plans, that is defective, missing or inconsistent with any other provision thereof..." Section 3219(f) goes on to state that such corrective amendment may be adopted by the executive board "without the approval of the unit owners or the holders of any liens on all or any part of the Condominium, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted" under Section 3219(f).

The Executive Board of Lebanon House Condominium Association at a scheduled meeting on June 10, 1994, hereby finds that Section 6.1(a) of the Declaration was defective in that it failed to identify all units which were or could be used for commercial purposes at the time of conversion to a condominium, and which have continued to be used for commercial purposes since that time.

Based upon that finding; the Executive Board of Lebanon House Condominium Association has received the opinion of independent legal counsel that the proposed amendment is permitted under Section 3219(f).

With the intent to be legally bound and in accordance with the Uniform Condominium Act, 68 Pa C.S.A. Section 3219(f), the Lebanon House Condominium Association Executive Board, hereby amends the Declaration of Condominium for the Lebanon House Condominiums filed on November 17, 1983 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6770, page 578, as amended by instrument dated June 28, 1984 filed in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 6925, page 292, and the plat and plans thereof being recorded in the Recorder's Office in Plan Book Volume 127, pages 156-159 (collectively, the "Declaration"), which Declaration is hereby incorporated by reference and made a part hereof, to clarify, correct and supplement the following provisions of the Declaration of Condominium.

AMENDMENT TO SECTION 6.1(a).

Section 6.1(a) of the Declaration shall be amended to provide, in its entirety, as follows:

"a. Units located on the first floor and Units 202, 203, 205 and 206 on the second floor of the Building may be used for any lawful commercial purpose not inconsistent with applicable laws, codes or ordinances. All other Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used

DB09349FG040

for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit owner shall permit his Unit to be used or occupied for any prohibited purpose."

WITNESS the due execution hereof the 6 day of September 1994.

ATTEST:

LEBANON HOUSE CONDOMINIUM
ASSOCIATION EXECUTIVE BOARD

Marcia Mason

By: Donna K. Wagner
President

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALLEGHENY)

On this the 6 day of September 1994, before me, a notary public the undersigned officer, personally appeared Donna K. Wagner, who acknowledged herself to be the President of Lebanon House Condominium Association Executive Board, a corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

In witness whereof, I hereunto set my hand and official seal.

Clifford L. Tuttle
Notary Public

My Commission Expires:

Notarial Seal
Clifford L. Tuttle, Jr., Notary Public
Pittsburgh, Allegheny County
My Commission Expires May 2, 1996
Member, Pennsylvania Association of Notaries

PROFESSIONAL SEAL
CLIFFORD L. TUTTLE, JR.
NOTARY PUBLIC
ALLEGHENY COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES MAY 2, 1996

MICHAEL A. DELL'ANCHELA
PROFESSOR OF LAW
UNIVERSITY OF PITTSBURGH

DB09349PG041

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

NOV 18 2 01 AM '94

COURT OF
ALLEGHENY, PA

DEED
REGISTRY
NOV 22 '94

NOV 18 94 175668
CORRECTIVE AMENDMENT TO
DECLARATION OF CONDOMINIUM

BY
LEBANON HOUSE CONDOMINIUM
ASSOCIATION

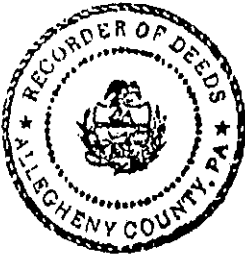
Mail to:

Lebanon House Condominium Assoc.
520 Washington Road
Pittsburgh, PA 15228

MAKE NOTE

J 93. 9/1
FSP
9/9

I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania



Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

DB 09349 PG 042

AMENDMENT TO DECLARATION OF CONDOMINIUM

13, June



NUMBER
OF
UNIT
S
IN
THIS
CONDOMINIUM

With the intent to be legally bound and in accordance with the Uniform Condominium Act, 68 PA. C.S.A. Sec. 3219(d), the Lebanon House Condominium Association hereby amends the Declaration of Condominium for Lebanon House Condominium, filed on November 17, 1983 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 6770, Page 578, and the plats and plans thereof being recorded in said Recorder's Office in Plan Book Volume 127, Pages 156-159, as amended by Instrument dated June 28, 1984 filed in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 6925, Page 292 (collectively, the "Declaration"), which Declaration is hereby incorporated by reference and made a part hereof, as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.
2. Relocation of Unit Boundary. Unit 106 shall be expanded to include the space denoted as the "A-1 Space" shown immediately adjacent to Unit 106 on the attached drawing marked Exhibit "A" and made a part hereof. Unit UG1 shall be reduced to exclude the space denoted as the "B-1 Space" shown on the attached drawing marked Exhibit "B" and made a part hereof. The common elements of the Condominium shall be reduced to exclude the A-1 Space and expanded to include the B-1 Space.
3. Votes. The number of votes in the Association applicable to (i) Unit UG1 shall be reduced from .57% to .29%, and (ii) Unit 106 shall be increased from 1.17% to 1.45%.
4. Common Expense Liability. The Common Expense Liability applicable to (i) Unit UG1 shall be reduced from .57% to .29%, and (ii) Unit 106 shall be increased from 1.17% to 1.45%.
5. Percentage Interest. The Percentage Interest applicable to (i) Unit UG1 shall be reduced from .57% to .29%, and (ii) Unit 106 shall be increased from 1.17% to 1.45%.

WITNESS the due execution hereof the 15th day of NOVEMBER 1994.

WITNESS/ATTEST:

LEBANON HOUSE CONDOMINIUM

Marcia Mabry, Secy.

By Elena J. McKenney
Title PRESIDENT

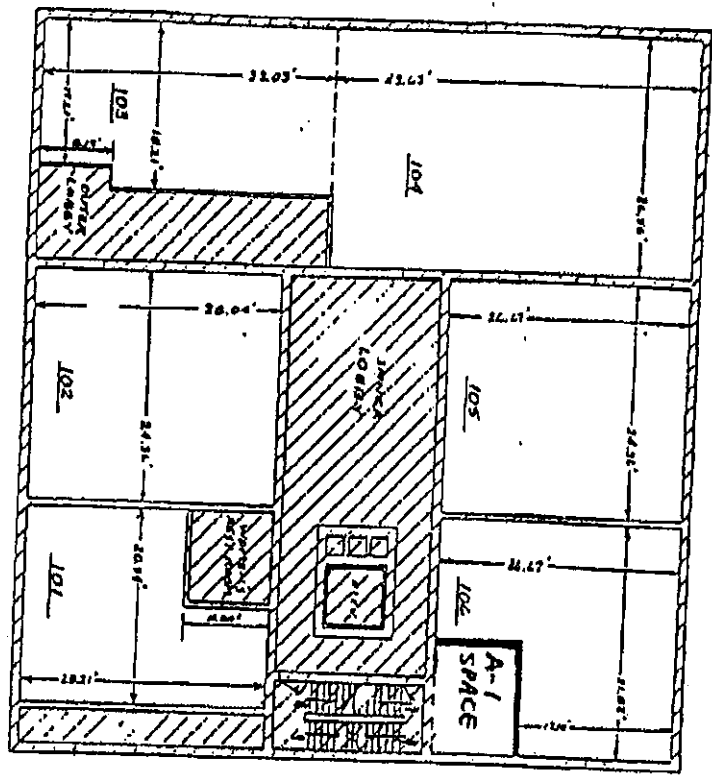
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

Before me, the undersigned authority, personally appeared Elmer T. Makarsic who acknowledged himself/herself to be the President of the LEBANON HOUSE CONDOMINIUM ASSOCIATION EXECUTIVE BOARD, and being authorized to do so, did sign and seal the foregoing Amendment to the Declaration for the purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15 day of November, 1994.

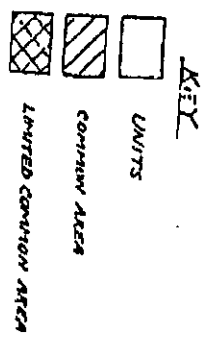
Ann Marie Griffin
Notary Public

Notarial Seal
Ann Marie Griffin, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 16, 1995
Member, Pennsylvania Association of Notaries



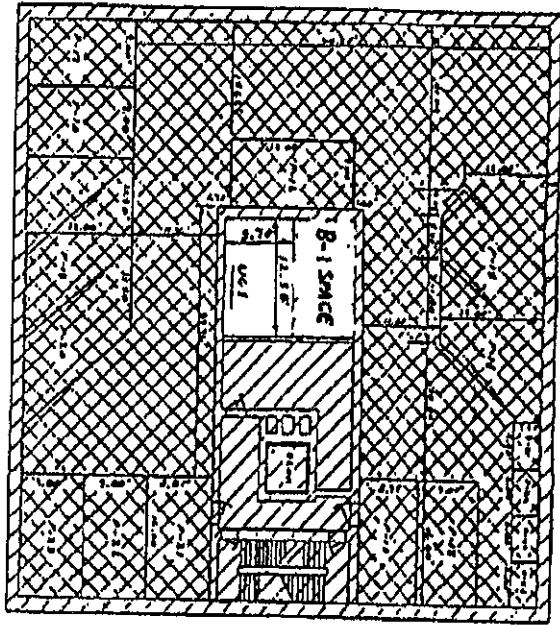
In Exhibit C, Suburb, a Standard Residential Building and Residential Land Section, a Standard Residential Building, hereby certifies: (a) that responsibility of these plans and associated systems of the Building and operating in full compliance with the applicable codes and regulations with the plans; (b) that the Building and associated systems of the Building comply with the applicable codes and regulations with the plans; (c) that the Building and associated systems of the Building comply with the applicable codes and regulations with the plans; and (d) that the Building and associated systems of the Building comply with the applicable codes and regulations with the plans.

N. H. H. H. 2/5/83



LEBANON HOUSE CONDOMINIUM
 STUART IN MOUNT LEBANON
 ALLEGANY COUNTY, PENNSYLVANIA
 SHEET 4 OF 16
 FIRST FLOOR PLAN
 D. G. HARTZKE
 ARCHITECT
 157 W. 10TH ST.
 PITTSBURGH, PA. 15222
 JULY 15, 1983

EXHIBIT 'A' DB09411PG331



I, Robert A. Kauter, a Licensed Professional Engineer and Professional Land Surveyor of the Commonwealth of Pennsylvania, hereby certify that the above drawing shows a reduced area for B-1. That portion of B-1 which was converted to common area is equivalent to the amount of space which was added to unit 106.

Robert A. Kauter
 Signature
PLS 1397-A
 Registration Number
7/15/82
 Date



I, Robert A. Kauter, a Licensed Professional Engineer of the Commonwealth of Pennsylvania, hereby certify that this revised drawing shows a reduced area for B-1. That portion of B-1 which was converted to common area is equivalent to the amount of space which was added to unit 106.

Robert A. Kauter
 Signature
3604-E
 Registration Number
93/11/82
 Date

DB094 | PG332




- KEY**
-  LIMITED COMMON AREA
 -  COMMON AREA
 -  UNITS

EXHIBIT B

LEGANON HOUSE CONDOMINIUM	
SITING IN TOWNSHIP OF LEANOR, ALLEGANY COUNTY, PENNA.	
SHEET 3 OF 4	
UPPER GARAGE PLAN	
R. A. KAUTER P.E., S.L.S. REGISTERED IN PENNSYLVANIA, PA.	SCALE 1" = 10' JULY 15, 1982



I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania

Michael A. Della Vecchia

MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

Mar 2 25022885

AMENDMENT TO DECLARATION
OF CONDOMINIUM

LEBANON HOUSE CONDOMINIUM
ASSOCIATION

*P-503
2-3-95
MCA-15-4
JMC-12-1*

WILLIAM R. TAXAY, ESQ.
COLIEN & GREGSHY
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
SUITE 1000, 1000
SUN ALBERTY AVENUE
PITTSBURGH, PENNSYLVANIA 15203-1100

*DRL
01*

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA.
Mar 2 2 53 PM '95

00094110333



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

Instrument Number: 2008-20494

Recorded On: July 15, 2008

As-Deed Agreement

Parties: LEBANON HOUSE CONDO

To LEBANON HOUSE CONDO

of Pages: 4

Comment: AMENDED DELCARATION

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

Deed Agreement	45.00
Pages > 4	0
Names > 4	0
Total:	45.00

Valerie McDonald Roberts, Manager	BLOCK AND LOT NUMBER
Date: 7/15/08 - Ink. By: VS	AMEND DECLARATION

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

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

File Information:

Record and Return To:

Document Number: 2008-20494
Receipt Number: 1168301
Recorded Date/Time: July 15, 2008 03:25:06P
Book-Vol/Pg: BK-DE VL-13673 PG-183
User / Station: D Dobbs - Cash Station 22

DEMARCO & NEGLE L L P
1115 GULF TOWER
707 GRANT ST
PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
Dan Onorato, Chief Executive

After recording please return to:
DeMaraco & Negle, LLP
1115 Gulf Tower, 707 Grant Street
Pittsburgh, PA 15219

3

**LEBANON HOUSE CONDOMINIUM
AMENDED DECLARATION**

MADE this 3rd day of July, 2008, LEBANON HOUSE CONDOMINIUM, a Pennsylvania Condominium, (herein the "Declarant") by its duly authorized Board of Directors, does hereby amend the Condominium Declaration of Lebanon House Condominiums of record in the Allegheny County Department of Real Estate in Deed Book Volume 6770, page 578, and the Plats and Plans of record in Plan Book Volume 127, pages 156-169, pursuant to the Pennsylvania Condominium Act, 68 Pa. C.S. Section 3201, et seq. (herein the "Act"), as follows:

1. The Declaration, Bylaws, and all governing documents of the Condominium are amended to provide that the Limited Common Elements of the Condominium consisting of the garage parking spaces, as shown on Sheet #2 of the Plots and Plans for the Condominium, are separately assignable to any one or more Unit Owners of the Condominium; so long as the Grantee is at all times an owner of a unit of the condominium, and so long as the Grantor and the Grantee provide for the transfer of the parking space as part of the deed to a Unit, or as a separate deed among Unit Owners; and so long as the Grantor and the Grantee notify the Board of Directors so that the transfer may be recorded on the books and records of the Condominium.

2. At all times, all parking spaces in the Condominium shall be included in the Limited Condominium Common Elements of the Units, and no transfer shall be separated for

the purposes of the block and lot system of Allegheny County, Pennsylvania, Department of Real Estate, Office of Deed Registry.

3. This Amended Declaration is made under and by virtue of a Resolution of the Board of Directors of the Lebanon House Condominium duly passed on the 3rd day of July, 2008, a quorum being present, and voting throughout, authorizing and directing the same to be done.

ATTEST:

LEBANON HOUSE CONDOMINIUM

Peggy Austin
Title: Secretary (seal)

By: Lawrence J. Bickar
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALLEGHENY)

On this 3rd day of July, A.D. 2008, before me, a Notary Public, personally appeared Lawrence J. Bickar, who acknowledged himself/herself to be the President of LEBANON HOUSE CONDOMINIUM, a Pennsylvania Condominium, and that he/she as such President being authorized to do so, executed the foregoing Declaration for the purposes therein contained by signing the name of the Condominium by himself/herself as President.

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

Lawrence M. Knapp
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lawrence M. Knapp, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 14, 2010
Member, Pennsylvania Association of Notaries



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

Instrument Number: 2010-27024

BK-DE VL-14400 PG-377

Recorded On: October 07, 2010

As-Deed Agreement

Parties: LEBANON HOUSE CONDO

To LEBANON HOUSE CONDO

of Pages: 4

Comment: AMEND TO DECLARATION

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

Deed Agreement 78.50
Pages > 4 0
Names > 4 0
Total: 78.50

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified By-> B K
ON 10-06-2010 AT 01:28p
CONDO DECLARATION

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

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

File Information:

Record and Return To:

Document Number: 2010-27024
Receipt Number: 1680930
Recorded Date/Time: October 07, 2010 01:10:40P
Book-Vol/Pg: BK-DE VL-14400 PG-377
User / Station: E Walls - Cash Station 22

LAWRENCE J BICKAR
601/602 LEBANON HOUSE
520 WASHINGTON RD
PITTSBURGH PA 15228



Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

AMENDMENT TO DECLARATION OF CONDOMINIUM

With the intent to be legally bound and in accordance with the Uniform Condominium Act, 68 PA. C.S.A. Section 3219(d), the Lebanon House Condominium Association hereby amends the Declaration of Condominium for Lebanon House Condominium filed on November 17, 1983 in the Allegheny County Department of Real Estate (formerly Office of the Recorder of Deeds of Allegheny County, Pennsylvania), in Deed Book Volume 6770, Page 578, and the plats and plans thereof being recorded in said Allegheny County Department of Real Estate in Plan Book Volume 127, Pages 158-159, as amended by instrument dated June 28, 1984 filed in the Allegheny County Department of Real Estate in Deed Book Volume 6925, Page 292 (collectively, the "Declaration"), which Declaration is hereby incorporated by reference and made a part hereof, as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.
2. Joinder of Units. Units 601 and 602 being adjacent to each other have been and are hereby joined into a single unit as shown on the attached drawing marked Exhibit "A", and the joined units are unified and will hereafter be known as Unit 601/602.
3. Votes. The number of votes in the Association applicable to Unit 601/601 shall be 3.42%..
4. Common Expense Liability. The Common Expense Liability applicable to Unit 601/602 shall be 3.42%.
5. Percentage Interest. The Percentage interest applicable to Unit 601/602 shall be 3.42%.

WITNESS the due execution hereof the 15th day of October, 2010.

WITNESS/ATTEST:

LEBANON HOUSE CONDOMINIUM

Anthony Widener
Secretary

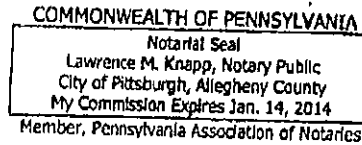
Lawrence J. Bickar
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared LAWRENCE J. BICKAR, and acknowledge himself to be the President of the LEBANON HOUSE CONDOMINIUM ASSOCIATION EXECUTIVE BOARD and being authorized to do so, did sign and seal the foregoing Amendment to the Declaration for the purposes expressed therein.

WITNESS my hand and notarial seal the 15th day of October, 2010.

Lawrence M. Knapp
Notary Public



MAIL TO: Lawrence J. Bickar
601/602 Lebanon House
520 Washington Road
Pittsburgh, PA 15228



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

Instrument Number: 2011-960

BK-DE VL-14479 PG-152

Recorded On: January 11, 2011

As-Deed Easement

Parties: LEBANON HOUSE CONDO ASN

To T 6 UNISON SITE MGMT L L C

of Pages: 16

Comment:

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

Dead Easement 100.50
Pages > 4 11
Names > 4 0
Total: 100.50

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-Yes	
MT LEBANON	
Ward-99-NO WARD	
Value	42,500.00
Commonwealth of Pennsylvania	425.00
Munic-Mt Lebanon Municipality	425.00
School District-Mt Lebanon	212.50
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
Munic-Interest	0.00
	1,082.50

Certified By-> K B
ON 12-13-2010 AT 12:33p
NOT A DEED OF TRANSFER

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

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

File Information:

Record and Return To:

Document Number: 2011-960
Receipt Number: 1747866
Recorded Date/Time: January 11, 2011 03:44:28P
Book-Vol/Pg: BK-DE VL-14479 PG-152
User / Station: M Ward - Cash Station 25

TITLE VEST AGCY INC
BRIAN TORMEY
44 WALL ST 10TH FL
NEW YORK NY 10005



Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

When recorded please return to:
Charles M. Greenberg
COHEN & GRIGSBY, P.C.
2900 CNG Tower
5 Liberty Avenue
Pittsburgh, Pennsylvania 15222

1-C-1
REFER TO PG 174

BLOCK & LOT NUMBER
DEED REGISTER

DATE

C O R R E C T I V E D E E D

Made this ___ day of March, 1995

BETWEEN

Lebanon House Condominium Association, a condominium association formed under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Grantor");

AND

Richard B. Frost, Jr., D.M.D., an individual residing in the Commonwealth of Pennsylvania (hereinafter referred to as "Grantee");

WHEREAS, by Deed dated August 20, 1990 (the "Original Deed") and recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 8316, Page 318, Billy R. Wagner and Donna K. Wagner ("Declarants"), transferred to Grantee Units 105 and 106 in the condominium project known as Lebanon House Condominium, situate in the Municipality of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania;

WHEREAS, at the time of such conveyance, Declarants and Grantee believed that Unit 106 included that certain space located on the first floor of the Lebanon House Condominium marked as the "A-1 Space" on Exhibit A attached hereto and made a part hereof;

WHEREAS, Unit 106 may not have included the A-1 Space;

WHEREAS, all of Declarants' interests in the A-1 Space have been transferred to the Grantor;

WHEREAS, on November 15, 1994, Grantor executed that certain Amendment to Declaration of Condominium which provides, *inter alia*, that the A-1 Space is included in Unit 106, which Amendment was recorded on March 2, 1995 in Deed Book Volume 9411, page 329 in the aforesaid Recorder of Deeds Office;

WHEREAS, Exhibit B attached hereto and made a part hereof sets forth Units 105 and 106 as they currently exist.

DB09569PG085

WHEREAS, the purpose of this Corrective Deed is to confirm Grantee's ownership of the A-1 Space, as an integral part of Unit 106, and/or to complete the conveyance of the A-1 Space to Grantee in the event the Original Deed and the Amendment to Declaration of Condominium failed to do so, despite the mutual intentions of the interested parties.

WITNESSETH, that intending to be legally bound and in consideration of the sum of ONE AND 00/100 DOLLAR in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, his heirs, personal representatives and assigns, forever:

ALL that certain real property shown as the A-1 Space on Exhibit A hereto.

BEING a part of Block 141-B, Lot 69.

UNDER AND SUBJECT TO all easements, rights-of-way, encumbrances, restrictions and other matters contained in prior instruments of record.

TO HAVE AND TO HOLD said real property, with all appurtenances, unto Grantee, his heirs, personal representatives and assigns, to and for the use of Grantee, his heirs, personal representatives and assigns, forever, and Grantor hereby covenants and agrees that Grantor will WARRANT GENERALLY the real property hereby conveyed.

NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any).

WITNESS the due execution hereof as of the day and year first written above.

ATTEST:

LEBANON HOUSE CONDOMINIUM ASSOCIATION

10/24/92

By: Marcia Monday
Title: SECRETARY
{Seal}

By: Edward J. McKenna (McKenna)
Title: PRESIDENT

DB09569PG086

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

[Handwritten Signature]

[Handwritten Signature]
Richard B. Frost, Jr., P.M.D.

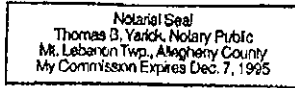
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 23rd day of October, 1995, before me,
the undersigned officer, a Notary Public, personally appeared
Anna McKnight, who acknowledged
himself/herself to be the President of Lebanon House
Condominium Association and that as such Anna McKnight he/she
executed the foregoing Deed for the purposes therein contained by
signing his/her name thereto as President.

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

Thomas B. Yarrick
Notary Public

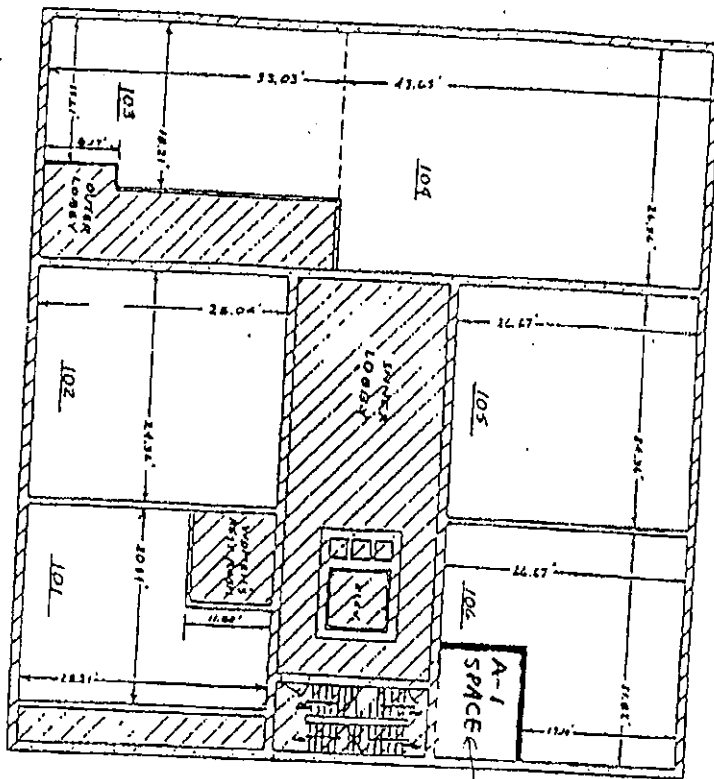
My commission expires:



CERTIFICATE OF RESIDENCE

The undersigned hereby certifies that Grantee's precise
address is 510 Washington Ave., Pittsburgh, PA 15222

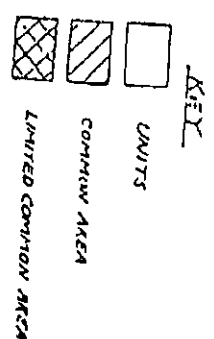
Cemyly
Agent



and Professor G. Meyer, a licensed professional engineer, Pennsylvania, has prepared the structural design and specifications for the building shown in the drawing. The drawing shows the structural design and specifications for the building shown in the drawing. The drawing shows the structural design and specifications for the building shown in the drawing. The drawing shows the structural design and specifications for the building shown in the drawing.

PLS 1377-A 7/5/83
 ENGINEER
 DATE

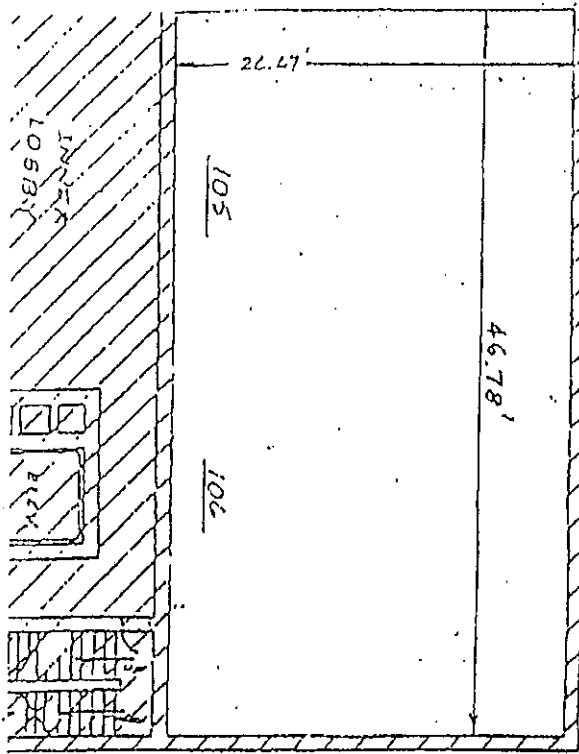
Common Area
 on DB 676/597



LEBANON HOUSE CONDOMINIUM	
SITUATE IN TOWNSHIP OF LEBANON ALLEGHENY COUNTY, PENNSA.	
SHEET 4 OF 14	
DATE: 7/5/83	DESIGNED BY: [Signature]
BY: [Signature]	CONSTRUCTION PERMIT: [Signature]
FILED: [Signature]	DATE: JULY 15, 1983

EXHIBIT 'A'

DB09569PG089



UNITS
 COMMON AREA
 LIMITED COMMON AREA

KEY

PLAN OF SURVEY
 OF

REVISED UNITS 105 AND 106
 LEBANON HOUSE CONDOMINIUM
 SITUATE IN MUNICIPALITY OF MT LEBANON
 ALLEGHENY COUNTY, PENNSYLVANIA

I hereby certify that this is a correct Plan of Survey
 made upon the premises on the 14TH day of SEPT, 1993
 showing units 105 and 106 as one unit.

Robert A. Rammer
 (signature)

Exhibit B

DB09569PG090



Oct 27 5 134936

CORRECTIVE DEED

Lebanon House Condominium Association,

Grantor

and

Richard B. Frost, Jr., DMD

Grantee

AFFIDAVIT

EXEMPT DEED
TRANSFER TAX

PWC-948
D 50/50
RK

MAKES STATE

William R. Taxay, Esq.
COHEN & GRIGSBY
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
8000 CHASE TOWER
400 LIBERTY AVENUE
PITTSBURGH, PENNSYLVANIA 15222-3210
(412) 384-4800

RECORDED IN DEEDS
ALLEGHENY COUNTY, PA
56, NOV 84 11 12 1200

DEED
REGISTRY

Oct 31 '95

OFFICE OF
ALLEGHENY, PA

I hereby CERTIFY that this document
is recorded in a Deed Volume in the
Recorder's Office of Allegheny County,
Pennsylvania



Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

DB09569PG091

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

Doc # 134936
RECORDER'S USE ONLY
State Tax Paid *0*
Book Number *9369*
Page Number *82*
Date Recorded *10-20-95*

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: **William R. Taxay, Esq.** Telephone Number:
Area Code (412) 394-4900
Street Address: **c/o Cohen & Grigsby, P.C. City** State Zip Code
625 Liberty Ave., 2900 CNG Tower, Pittsburgh, PA 15222

B TRANSFER DATA

Date of Acceptance of Document
Grantor(s)/Lessor(s) **Richard B. Frost, Jr., D.M.D.**
Grantee(s)/Lessee(s)
Street Address **520 Washington Road**
520 Washington Road
City State Zip Code City State Zip Code
Pittsburgh, PA 15228 Pittsburgh, PA 15228

C PROPERTY LOCATION

Street Address **520 Washington Road-Units 105 & 106** City, Township, Borough **Municipality of Mt. Lebanon**
County **Allegheny** School District **Mt. Lebanon School District** Tax Parcel Number **Part of 141-B-69**

D VALUATION DATA

1. Actual Cash Consideration **0** 2. Other Consideration **0** 3. Total Consideration **0**
4. County Assessed Value **\$142,000.** 5. Common Level Rate Factor **x 4.70** 6. Fair Market Value **= \$699,750.**

E EXEMPTION DATA

1a. Amount of Exemption Claimed **100%** 1b. Percentage of Interest Conveyed **100%**

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession (Name of Decedent) (Enter File Number)
 - Transfer to Industrial Development Agency.
 - Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw party agreement). Tax paid prior to deed.
 - Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number Page Number
 - Corrective deed (Attach copy of the prior deed).
 - Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
 - Other (Please explain exemption claimed, if other than listed above).

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party *[Signature]* Date **10/27/95**

(SEE REVERSE) DB09569PG092

✓ 141-B-69

BLOCK AND LOT NUMBER

141-B-69
DATE 11/23/92
DEED REGISTER
Henry W. DeBryoph

THIS INDENTURE

MADE the 27th day of March, 2000, BETWEEN JOEL M. WALKER and LAWRENCE M. KNAPP, Co-Executors of the Estate of BILLY R. WAGNER, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

AND

LEBANON HOUSE CONDOMINIUM ASSOCIATION, the governing board of the LEBANON HOUSE, 520 Washington Road, Municipality of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania, party of the second part.

WHEREAS the said BILLY R. WAGNER died in Allegheny County, Pennsylvania on February 17, 1992, and

WHEREAS the Last Will and Testament of BILLY R. WAGNER, deceased, was admitted to probate by the Register of Wills of Allegheny County, Pennsylvania, on March 10, 1992 and is recorded in Will Book Volume 964, Page 1079, and

WHEREAS the Register of Wills of Allegheny County, Pennsylvania, appointed the said JOEL M. WALKER and LAWRENCE M. KNAPP as Co-Executors in accordance with the Will on March 10, 1992 at No. 1872 of 1992 of the Orphans' Court Division of the Court of Common Pleas of Allegheny County, Pennsylvania, of the ESTATE OF BILLY R. WAGNER, deceased,

NOW THIS INDENTURE WITNESSETH, That the said JOEL M. WALKER and LAWRENCE M. KNAPP, in the exercise of the powers to them given by the Will and every other power them hereunto enabling for and in consideration of the sum of:

THREE THOUSAND (\$3,000.00) DOLLARS

lawful money of the United States to them in hand paid by the said LEBANON HOUSE CONDOMINIUM ASSOCIATION, party of the second part, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released and confirmed, and by these presents do grant, bargain, sell, alien, release and confirm unto the said party of

the second part, its successors and assigns,

ALL that Condominium Unit No. UG-1, together with a 0.29 percent undivided interest in the common elements appurtenant thereto, in the condominium project known as Lebanon House Condominium, situate in the Municipality of Mt. Lebanon, County of Allegheny, Commonwealth of Pennsylvania, the Declaration of Condominium thereof being recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6770, Page 578, and the Plats and Plans thereof being recorded in said Recorder's Office in Plan Book Volume 127, Pages 156-169.

UNDER AND SUBJECT, nevertheless, to the rights and powers of the Executive Board of, in and to the Reserved Common Elements as defined in the Declaration of Condominium.

THE PARTY OF THE SECOND PART for itself, its successors and assigns, by the acceptance of this deed covenants and agrees to pay such charges for the maintenance of, repairs to, replacement of and expenses in connection with the common elements as may be assessed from time to time by the Executive Board in accordance with the Uniform Condominium Act of Pennsylvania, and further covenants and agrees that the Unit conveyed by this deed shall be subject to a charge for all amounts so assessed, and that this covenant shall run with and bind the Unit hereby conveyed and all subsequent owners thereof.

THE PARTY OF THE SECOND PART for itself, its successors and assigns, by the acceptance of this deed covenants and agrees to be bound by and governed by the Declaration of Condominium for the Lebanon House Condominium, filed and recorded with the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6770, Page 578, along with all amendments thereto and the By-Laws of said Condominium, as they may be from time to time amended, and all matters set forth therein, and any Rules and Regulations adopted pursuant thereto.

BEING a part of the tract of land designated in the Deed Registry Office Plans of Allegheny County, Pennsylvania as Block 141-B, Lot 69.

SUBJECT to coal and mining rights and all rights

relating thereto; rights of way, building and use restrictions, easements and covenants and the rights of others therein, as set forth in prior instruments of record and any covenants and conditions as set forth in the Declaration, Plats and Plans and By-Laws above recited.

BEING part of the same property which the following parties by their deeds recorded in the Recorder's Office of Allegheny County, Pennsylvania, granted and conveyed unto BILLY R. WAGNER; LOUISE SCHAFFER SMITH and J. SIDNEY SMITH, husband and wife, conveyed to GEORGE K. SCHULTZ, B.E. BRIDGE, JR. and BILLY R. WAGNER, by Deed dated January 3, 1964 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 4095, Page 593. BILLY R. WAGNER, et al., leased the premises to EXECUTIVE SQUARE, INC., by lease dated March 17, 1966 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 4320, Page 466. EXECUTIVE SQUARE, INC. assigned its interest in the lease to GEORGE K. SCHULTZ, BILLY R. WAGNER, and WALTER F. HAMPE, by assignment dated March 31, 1969 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 4754, Page 473. WALTER F. HAMPE assigned his interest in the lease to GEORGE K. SCHULTZ and BILLY R. WAGNER by assignment dated December 31, 1976 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 5727, Page 334. GEORGE K. SCHULTZ assigned his interest in the lease to BILLY R. WAGNER by assignment dated November 4, 1982 and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 6561, Page 214. By Deed dated November 5, 1982 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6561, Page 198, B.E. Bridge, Jr. conveyed his interest in the property to BILLY R. WAGNER, the above named decedent. By deed dated November 4, 1983 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6561, Page 202, GEORGE K. SCHULTZ et ux., conveyed their interest in the property to BILLY R. WAGNER, the above named decedent.

TOGETHER with the hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever which the said

BILLY R. WAGNER had during his lifetime and at the time of his decease, and which the parties of the first part have by virtue of the provisions of the Will, or otherwise, in law, equity, or otherwise, howsoever, of, in, to or out of the same.

TO HAVE AND TO HOLD the same premises hereby granted unto and for the use of the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever. And the said JOEL M. WALKER and LAWRENCE M. KNAPP, parties of the first part, for themselves, their heirs, executors and administrators do hereby covenant, promise and agree, to and with the said party of the second part, its successors and assigns, by these presents, that they the said parties of the first part, the lawful Executors of the Last Will and Testament of BILLY R. WAGNER, deceased, have not done, committed, or knowingly, or willfully suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

WITNESS the due execution hereof the day and year first above written.

WITNESS:

ESTATE OF BILLY R. WAGNER,
DECEASED

Paul J. Walker

Joel M. Walker
Joel M. Walker, Executor

Paul J. Walker

Lawrence M. Knapp
Lawrence M. Knapp, Executor

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE

PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.

WITNESS:

LEBANON HOUSE CONDOMINIUM ASSOCIATION

Elaine H. Kreier

Philip R. McElahan
President

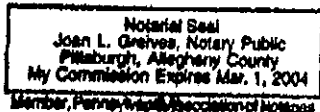
COMMONWEALTH OF PENNSYLVANIA

:
: SS

COUNTY OF ALLEGHENY

On this the 27th day of March, A. D. 2000, before me, a Notary Public, the undersigned officer, personally appeared JOEL M. WALKER and LAWRENCE M. KNAPP, Executors of the Estate of BILLY R. WAGNER, deceased, known to me (or satisfactorily proven) to be the persons 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.



Joan L. Greives
Notary Public

I, Philip R. McElahan, do hereby certify that the grantee's precise residence is The Lebanon House, 520 Washington Road, Pittsburgh, PA 15228.

Philip R. McElahan

POST OFFICE BOX 118
RECORDER OF DEEDS
MICHAEL A. BELL VECCIA

JUN 8 3 04 PM '00

Michael A. Bell
Recorder

Recorded _____

Number _____

DEED

Volume _____

Page _____

FROM

JOEL WALKER & LAWRENCE M. KNAPP,
CO-EXECUTORS OF THE ESTATE OF
BILLY R. WAGNER, deceased

TO

LEBANON HOUSE CONDOMINIUM ASSOCIATION

MAIL TO: Lebanon House Condominium Association
c/o Twin Pines Real Estate
530 Washington Road
Pittsburgh, PA 15228

MA 113
25.50

JUN 8 2000 085344

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS.

Allegheny County-County Transfer Tax
Michael A. Bell Veccia, Recorder
Date: 06/08/2000 Time: 02:57:59
Stamp No: 2000-57478 Value: 25.50
ST. LEBANON TOWNSHIP
COMMONWEALTH OF PENNSYLVANIA
ST. LEBANON MUNICIPALITY
ST. LEBANON SCHOOL DISTRICT
SERIAL NO 112 Total

Recorded on this _____ day of _____,
A.D. 2000 in the Recorder's Office of said County in Deed Book
Volume _____, Page _____.

Given under my hand and seal of the said office, the day and
year aforesaid.

DBV10785PG639

RECORDED BY
MICHAEL A. DELLA VECCHIA

JUN 8 3 04 PM '00

Michael A. Della Vecchia
Recorder

DEED REC'D
JUN 25 11 59 AM '00
COUNTY OF ALLEGHENY

Recorded _____

DEED

Volume _____

Page _____

FROM

JOEL M. WALKER & LAWRENCE M. KNAPP,
CO-EXECUTORS OF THE ESTATE OF
BILLY R. WAGNER, deceased

TO

LEBANON HOUSE CONDOMINIUM ASSOCIATION

MAIL TO: Lebanon House Condominium Association
c/o Twin Pines Real Estate
530 Washington Road
Pittsburgh, PA 15228

Allegheny County-Realty Transfer Tax Stamp
Michael A. Della Vecchia, Recorder
Date: 06/08/2000 Time: 02:57:59 PM Afft: A
Stamp No: 2000-074778 Value: 3,000
MT. LEBANON MU MD Location: 32.00
COMMONWEALTH OF PENNSYLVANIA 30.00
MT. LEBANON MUNICIPALITY 15.00
MT. LEBANON SCHOOL DISTRICT 15.00
By: NTK MB 112 Total 75.00

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS.

Recorded on this _____ day of _____
A.D. 2000 in the Recorder's Office of said County in Deed Book
Volume _____, Page _____.

Given under my hand and seal of the said office, the day and
year aforesaid.

OBV10785PG639

JUN 8 00085344

25.50
MB 112

m

15
K.H.

Prepared by:
Robert W. Mouton
Locke Lord Bissell & Liddell LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: #0590924.04159

Record and Return to:
TitleVest Agency, Inc.
Brian Tormay
44 Wall Street, 10th Floor
New York, NY 10005
TitleVest: #OR-PA-200554
Unison Site: #274092

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

BUILDING

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 29 day of November, 2010 ("Effective Date"), by and between Lebanon House Condominium Association, whose address is 520 Washington Road, Pittsburg, Pennsylvania 15228-2819 ("Site Owner") and T6 Unison Site Management LLC, a Delaware limited liability company, whose address is P. O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain building and property (collectively, the "Property") located in the City of Pittsburg, and County of Allegheny, in the Commonwealth of Pennsylvania, having a street address of 520 Washington Road, Pittsburg, Pennsylvania 15228-2819 and which Property is more particularly described on Exhibit A attached hereto,

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

I. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

(i) an exclusive easement in, to, under and over the building portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related

facilities (collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements;" Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses; and

(iii) a non-exclusive easement in, to, and under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations in the building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

(c) The Parties agree that the grant of Easements hereunder shall not restrict Site Owner access to or use of the roof and other portions of the Property for purposes of repairs, maintenance and replacement of the roof, or for purposes of the installation, operation, repair and replacement of HVAC equipment, utility or mechanical systems and other appurtenances to the building or for the installation and location of satellite dishes and other communication devices utilized by Site Owner for purposes of Site Owner's business operations and not utilized for commercial telecommunication services to the public, provided however that none of the foregoing shall interfere with the use of the Easements by Unison or the Customers.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements: Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable,

and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison, and as necessary to comply with applicable laws, statutes or regulations. Any and all improvements shall be in compliance with Federal, state and local laws, rules and regulations and Unison and its Customers shall use commercially reasonable efforts to make such improvements aesthetically compatible with the Building décor. The foregoing requirement shall not apply with respect to the Existing Agreements to the extent that same is inconsistent with the terms and conditions of the Existing Agreements

5. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

6. Building Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the building or any other portion of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the building and Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

7. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any required consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (g) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements, which relate to the use, ownership and operation of Property; and (h) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

8. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or

regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

9. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

10. Assignment: Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

11. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

12. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner shall be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's

Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

13. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

14. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

15. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

17. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained

herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGES TO FOLLOW-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

M. Janet Burkardt
Print Name: M. JANET BURKARDT

Lisa M. Colautti
Print Name: LISA M. COLAUTTI

"SITE OWNER":

LEBANON HOUSE CONDOMINIUM
ASSOCIATION

By: Larry Bickar
Print Name: Larry Bickar
Title: President

By: Peggy Hartin
Print Name: Peggy Hartin
Title: TREASURER

Address: 520 Washington Road
City: Pittsburgh
State: Pennsylvania
Zip: 15228
Tel: 412-860-5520
Fax: _____

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this, the 29th day of November, 2010, before me the undersigned officer, personally appeared Larry Bickar, who acknowledged himself to be the President of Lebanon House Condominium Association, and that such officer, being authorized to do so, executed the within instrument for the purposes therein expressed by signing the name of Larry Bickar and desired that the same might be recorded as such.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia L. Stadterman, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Sept. 15, 2011
Member, Pennsylvania Association of Notaries

Patricia L. Stadterman
Notary Public in and for said County and State
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this, the 29th day of November, 2010, before me the undersigned officer, personally appeared Peggy Hartin, who acknowledged herself to be the Treasurer of Lebanon House Condominium Association, and that such officer, being authorized to do so, executed the within instrument for the purposes therein expressed by signing the name of Peggy Hartin and desired that the same might be recorded as such.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia L. Stadterman, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Sept. 15, 2011
Member, Pennsylvania Association of Notaries


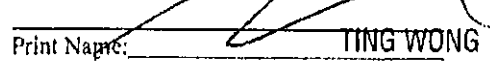
Patricia L. Stadterman
Notary Public in and for said County and State
My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"UNISON":

WITNESSES:

T6 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company


Print Name: Samira Amer

Print Name: TING WONG

By: Laurel Zabel
Name: Laurel Zabel
Title: Authorized Signatory

Address: P. O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 24th day of November in the year of 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Laurel Zabel, Authorized Signatory of T6 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/hcr signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Stephanie Novick
My Commission Expires: _____
Commission Number: _____

STEPHANIE NOVICK
Notary Public, State of New York
No. 01NO5035998
Qualified in New York County
Commission Expires November 14, 2014

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Municipality of Mt. Lebanon

Being a part of the tract of land designated in the Deed Registry Office Plans of Allegheny County, Pennsylvania as Block 141-B, Lot 69.

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

The entire roof level of the building (including the parapet walls), located on the Property described in Exhibit A hereof (the "Building"); and the roof walls and exterior and interior surfaces of the penthouse structures located on the roof of the Building; and that portion of the interior and exterior of the Building necessary for the coax cable, and cabling runs for the antennas and equipment mounted or to be mounted in the future on the roof of the Building and or the roof and walls of the Penthouses with the electrical meters located in the Building and the equipment areas located on the roof level of the Building.

For purposes of the foregoing description, "parapet wall" shall be understood to include in all cases the full height of the parapet wall on the interior side from the point where the parapet wall meets the roof surface, and on the exterior side from the top of the parapet wall and down five (5) feet on the exterior of the Building façade.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Lebanon House Condominium Association

By: Larry Bickar
Name: Larry Bickar
Title: President
Date: 11-29-10

By: Peggy Henthel
Name: Peggy Henthel
Title: Treasurer
Date: 11-29-10

Unison:

By: Laurel Zabel
Name: Laurel Zabel
Title: Authorized Signatory
Date: 11-24-2010

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and including the following:

Access Easement:

All rights of ingress and egress across the Building and Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to Washington Road (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Utility Easement:

A non-exclusive easement in, to, under and over portions of the Property for ingress and egress to the Communication Easement, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside or outside the building as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Lebanon House Condominium Association

By: Larry Bickar
Name: Larry Bickar
Title: President
Date: 11-29-10

Unison:

By: Laurel Zabel
Name: Laurel Zabel
Title: Authorized Signatory
Date: 11-24-2010

By: Peggy Austin
Name: Peggy Austin
Title: Treasurer
Date: 11-29-10

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof to Site Owner, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

The Communication Site Lease Agreement (Building) dated as of February 28, 2007, between Clearwire US LLC, as lessee and Lebanon House Condominium Association, as lessor.

Read, Agreed and Approved:

Site Owner:

Lebanon House Condominium Association

By: Larry Bickar
Name: Larry Bickar
Title: President
Date: 11-29-10

By: Peggy Hotal
Name: Peggy Hotal
Title: Treasurer
Date: 11-29-10

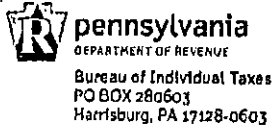
Unison:

By: Laurel Zabel
Name: Laurel Zabel
Title: Authorized Signatory
Date: 11-24-2010

EXHIBIT D

TITLE ENCUMBRANCES

NONE



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY	
State Tax Paid	05.00 14479
Book Number	
Page Number	152
Date Recorded	JAN 11, 2011

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name TITLEVEST AGENCY, INC.	Telephone Number: (212) 757-5800
Mailing Address 44 WALL STREET 10TH FLOOR	City NEW YORK
	State NY
	ZIP Code 10005

B. TRANSFER DATA

Grantor(s)/Lessor(s) LEBANON HOUSE CONDOMINIUM ASSOCIATION		
Mailing Address 520 WASHINGTON ROAD		
City PITTSBURG	State PA	ZIP Code 15228

C. Date of Acceptance of Document

Grantee(s)/Lessee(s) T6 UNISON SITE MANAGEMENT LLC		
Mailing Address P.O. BOX 1951		
City FREDERICK	State MD	ZIP Code 21702

D. REAL ESTATE LOCATION

Street Address 520 WASHINGTON ROAD		City, Township, Borough Mt. Lebanon
County ALLEGHENY	School District Mt. Lebanon	Tax Parcel Number 0141-B-00089-0000-00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 42,500.00	2. Other Consideration + 0.00	3. Total Consideration = 42,500.00
4. County Assessed Value N/A	5. Common Level Ratio Factor X 1.16	6. Fair Market Value = N/A

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 0.00	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
--	--	--

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 12-10-10
---	-------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.