

CODE OF REGULATIONS
FOR THE
PLAZA AT GRANDVIEW

ARTICLE I
Name and Location

The name of this condominium association is the: Plaza at Grandview (hereinafter called the "Association"). Its principal office shall be located at 101 Grandview Avenue, Pittsburgh, Pennsylvania.

ARTICLE II
Definitions

Unless the context clearly indicates otherwise, the words and phrases used in this Code of Regulations have the same meaning as the identical words and phrases have in the Declaration of Condominium, recorded with respect to the property known as the Plaza at Grandview.

ARTICLE III
Purpose

The purpose of the Association is to act on behalf of its members as their governing body with respect to the administration, maintenance, repair and replacement of certain property which has been submitted to the Unit Property Act of Pennsylvania (68 P.S. §700.101 et seq.), as it may be from time to time amended (hereinafter called the "Act"). The Association is to be operated on a nonprofit basis.

ARTICLE IV
Identification of the Property

The property involved herewith is that property comprising the Plaza at Grandview, more fully and completely described in Article II, Section 2 of the Declaration of Condominium for the Plaza at Grandview, to be recorded simultaneously herewith in the Recorder's Office of Allegheny County, Pennsylvania.

ARTICLE V
Membership

Section 1. The members shall consist of all of the Unit Owners of the Property. Each Unit Owner shall have a vote equal to the percentage of ownership in the Common Elements allocated to his Unit.

Section 2. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer, or other disposition of his ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

ARTICLE VI
Meetings

Section 1. All meetings of the Unit Owners shall be held at the principal office of the Plaza at Grandview, or at such other place within the County of Allegheny, Pennsylvania, as may be specified in the Notice of Meeting.

Section 2. After deeds of conveyance representing eighty percent (80%) or more of the undivided interest in the Common Elements shall have been recorded, but no later than two (2) years from the date of the recording of this instrument, the Declarant shall notify all Unit Owners thereof, and the first annual meeting of the Unit Owners shall be held within thirty (30) days thereafter. Thereafter, an annual meeting of the Unit Owners shall be held each year on the second Monday of the month of January, or in the event that day is a legal holiday, on the first day thereafter which is not a legal holiday. At such meeting there shall be elected by ballot of the members, a Council, in accordance with the provisions of ARTICLE VII of this Code of Regulations. The Unit Owners shall also transact such other business as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the members as directed by a resolution of the Council or upon petition signed by the owners of twenty percent (20%) of the ownership interest in the Common Elements. The President shall call such special meeting not less than ten (10) nor more than fifteen (15) days after the receipt of said resolution or properly executed petition. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the Notice, unless with the consent of four-fifths (4/5) of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his failure or neglect, then any officer, to mail by United States Mail, postage prepaid, a notice at least five (5) days in advance of each annual or special meeting, stating the purpose, the time and place thereof, to each member of record, and to post such notice prominently to be seen at least three (3) places on the Property and at least five (5) days before the meeting.

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

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Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 7. The aggregate number of votes for all Unit Owners shall be 100.9 and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in Common Elements as set forth on Exhibit "A" to the Declaration. If any Unit Owner consists of more than one (1) person, the voting rights for each Unit Owner shall not be divided, but shall be exercised only as a Unit. The Declarant, as described in the Declaration, may exercise the voting rights with respect to any Units, title to which is in the Declarant.

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

Section 8. The vote of any corporate, partnership, or trust member may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member as its proxy. An individual member may appoint only his or her spouse or another member as proxy. All proxies shall be in writing and shall be filed with the Secretary prior to the commencement of a meeting, or at the time that proxies are called for, and entered of record in the Minutes of the meeting.

Section 9. Either before or after any meeting, a Unit Owner may, in writing, waive notice of such meeting. Such waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Unit Owner, either in person or by proxy at any meeting, shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE VII
Council

Section 1. The affairs of the Association shall be governed by a Council. Until such time as deeds of conveyance have been recorded conveying eighty percent (80%) of the common interest but, in any event, no later than two (2) years from the date of the recording of this instrument, the Council shall consist of those persons named in the Declaration or their successors as they may be appointed by the Declarant.

Thereafter, when successors have been elected by the Unit Owners, at the first annual meeting of the Unit Owners, the Council shall be composed of a minimum of three (3) and a maximum of five (5)

persons and each Council member shall be a Unit Owner or the spouse of a Unit Owner; or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner, or beneficiary of such Unit Owner.

Section 2. The Council shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration, and may do all such acts and things provided by the Act to be done by the Council, or by the Unit Owners collectively, except such acts or things as are by law or by this Code of Regulations or by the Declaration directed to be exercised and done by the members individually. The powers of the Council shall include, but not be limited to the following: (a) to elect the officers of the Association; (b) to administer the affairs of the Association and the Property; (c) to engage the services of a manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent, subject to any such contract previously entered into by the Declarant; (d) to promulgate such rules and regulations concerning the operation and use of the Property, the Common Elements or any part thereof, as may be consistent with the Declaration and this Code of Regulations and to amend the same from time to time; (e) to provide for the maintenance, repair, and replacement of the Common Elements; and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners of their respective shares of the expenses or estimated expenses as hereinafter provided.

Section 3. At the first annual meeting of members, the term of office of two (2) Council members shall be fixed for three (3) years; the term of office of two (2) Council members shall be fixed at two (2) years; and the term of office of one (1) Council member shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Council member, his successor shall be elected to serve a term of two (2) years. The Council members shall hold office until their successors have been elected and qualified. If the number of Council members shall be increased, the terms of such additional Council members shall be fixed so that the terms of at

least one-third (1/3) of the persons on the Council shall expire annually.

Section 4. Vacancies of Council members caused by any reason, including the failure of a member to continue to meet the qualifications of office, shall be filled by election by the members at the next annual meeting or at a special meeting called for such purpose, provided that until such first annual meeting vacancies shall be filled by appointment of the Declarant.

Section 5. Annual meetings of the Council shall be held at the call of a majority of the Council members until the first annual meeting of the Association and, thereafter, such meeting shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Council may be called by the President or a majority of the Council members on three (3) days notice to each Council member by mail. Council may waive notice of a meeting or consent to or take any action without a formal meeting provided that such action taken is by unanimous written consent of the Council. Attendance by a Council member at any meeting of the Council shall be a waiver by him of notice of the time and place thereof, unless said Council member shall have attended for the sole purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

Section 6. At all meetings of the Council, a majority of the Council members shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

Section 7. Any Council member may be removed from office by the vote of members owning at least three-fourths (3/4) of the ownership interest in the Common Elements.

Council members shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

Section 8. The Council shall have no authority to approve or authorize any capital expenditure in excess of \$10,000, nor to authorize the Association to enter into any contract for a term of more than three (3) years, except with the approval of a majority of the Unit Owners.

Section 9. The Council shall require that all officers and employees of the Plaza at Grandview handling its funds shall furnish fidelity bonds in such amounts as the Council shall determine.

Section 10. If all the Council members shall consent, in writing, duly filed with the Secretary, to any action to be taken by the Plaza at Grandview, such action shall be as valid as though it had been authorized at a meeting of the Council.

Section 11. The Council members, by resolution adopted by the majority of the entire Council, may at any time elect one (1) or more of their number as an executive committee, which shall in the intervals between meetings of the Council exercise such powers and perform such duties as may from time to time be prescribed by the Council. Such committee shall be subject at all times to the control of the Council. Unless otherwise authorized by Council, such committee shall act by unanimous vote of its members at a meeting or by a writing signed by all of its members. Any act or thing done by such committee within the scope of the power delegated to it, shall be as effective for all purposes as the act or authorization of the Council. The committee shall keep regular Minutes of its proceedings and shall report to the Council all actions taken by it.

ARTICLE VIII Officers

Section 1. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Council may deem appropriate. The offices of Secretary and Treasurer may be combined to form one office, a Secretary-Treasurer. The officers shall be elected at the first meeting of the Council and shall hold office until the next annual meeting of the Council and their successors are elected and qualify.

Section 2. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Council, either with or without cause, and any vacancy in any office may be filled by the Council at any meeting thereof.

Section 3. Each respective officer of the Association shall have such powers and duties as are usually vested in such office of a

nonprofit association, including but not limited as follows: (a) the President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Council; (b) the Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office; (c) the Secretary shall keep Minutes of all meetings of the Association and of the Council and shall have custody of the Association Seal, if any, and shall have charge of the membership transfer books and such other records, books, papers and documents of the Association as the Council may prescribe; (d) the Treasurer shall be responsible for the Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose.

Section 4. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted.

ARTICLE IX
Fiscal Management

Section 1. The fiscal year of the Association shall begin on the first day of January each year, except the first fiscal year of the Association shall begin at the date of the recording of this Code of Regulations. The commencement date of the fiscal year herein established shall be subject to change by the Council.

Section 2. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, but not later than sixty (60) days thereafter the Association shall furnish the members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section 3.

A. With respect to each fiscal year, and within sixty (60) days prior to the commencement thereof, the Council shall cause an estimated annual budget to be prepared based on its estimations of

annual expenses. The Council shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items: (a) management and administration expenses; (b) the estimated cost of repairs, maintenance, and replacements of Common Elements; (c) the cost of such utilities as may be furnished by the Association; (d) the amount of such reserves as may be reasonably established by the Council, including general operating reserves, reserves for contingencies, and reserves for replacements; (e) such other expenses of the Association as may be approved by the Council, including operating deficiencies, if any, for prior periods.

B. The Council shall also have with respect to each fiscal year, and within sixty (60) days prior to the commencement thereof, an appraisal made to determine the full insurable replacement costs of the Units and of the Common Elements. The Council, as part of its annual budget for the fiscal year, shall provide for and purchase insurance as set forth in the Declaration in such amounts as are consistent with the annual appraisal made for the current fiscal year.

C. The Council shall also estimate the amount of income to be received by the Association from the use, operation or rental of any of the Common Elements, which amount shall be referred to as non-membership income. The difference between the estimated annual expenses of the Association and the non-membership income shall be an amount referred to as membership assessments.

D. On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the Common Elements. The provisions hereof are subject to adjustment to provide for such special assessments as may relate to limited common elements as provided for in Article V, Section 1, of the Declaration of Condominium.

E. Until the annual budget for a fiscal year is approved by the Council, the Unit Owners shall continue to pay that amount which

had been established on the basis of the previous estimated annual budget.

F. If any Unit Owner shall fail or refuse to make payment of his assessment as so determined, the amount thereof together with interest thereon as provided by law, computed from the thirtieth (30th) day after said payment was due, shall constitute a lien on the interest of such member in the Property. The Association and the Council shall have the authority to exercise and enforce any and all rights and remedies provided in the Act, the Declaration, or this Code of Regulations, or are otherwise available at law or in equity for the collection of all unpaid assessments. The delinquent Unit Owner shall be obligated to pay all the expenses of the Council, including reasonable attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise.

Section 4. If at any time during the course of any fiscal year the Council shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Council shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and, thereafter, monthly assessments shall be determined and paid on the basis of such revision. The Council may make special assessments during the year for stated purposes without the necessity of revising the estimated annual budget.

Section 5. Upon the purchase of each Unit from the Declarant, or at any time thereafter, at the request of the Council, each Unit Owner, not including the Declarant, shall deposit with the managing agent of the Property, or as may be otherwise directed by the Council an amount equal to three (3) times the monthly assessment relating to such owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for Common Expenses, and shall be used and applied as the council may deem necessary. To the extent that the said operating reserve may be depleted, or in the judgment of the Council may be inadequate, the Council may increase the same by a special assessment of the Unit Owners in proportion to their ownership of the Common

Elements. The said operating reserve on hand from time to time shall be deemed a part of the Common Elements.

Section 6. With respect to any Units which have not been sold by the Declarant and which the Declarant continues to own, the Declarant shall pay to the Association only its prorated share of the amount of the actual operating expenses, which shall include its prorated share of any special assessments levied by the Council, from time to time required to be paid with respect to the operation of the Property as determined by the total of the percentage of the Common Elements owned by the Declarant, multiplied by such operating expenses or special assessments for the period in which such expenses were incurred; provided that, in no event shall the Declarant be required to pay an amount in excess of the aggregate of the actual operating expenses or special assessments established with respect to those Units owned by the Declarant and provided further that, from and after one (1) year following the completion of a Unit, the Declarant shall pay a monthly assessment with respect to any Units owned by the Declarant determined in the same manner as the monthly assessment is determined for all other Unit Owners.

Anything herein or in the Declaration to the contrary notwithstanding, the Declarant shall have the right to utilize any Units owned by the Declarant as models or general or sales offices for sale and promotion purposes including the sale and promotion of property or projects other than the Property and shall have the right to utilize the Common Elements for such purposes and in such manner as the Declarant may reasonably require.

ARTICLE X
Use Restrictions

Section 1. Except as herein provided with respect to the uses permitted by the Declarant, no Unit shall be used for any other purpose than as a private dwelling for the member and his immediate family, or by a person and such person's immediate family to whom the member shall have leased his Unit subject to all the provisions of this Code of Regulations and the Declaration. No member nor a lessee

of any member shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

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

Section 3. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Council. No articles of personal property belonging to any Unit Owners shall be stored in any portion of the Common Elements without the prior written consent of Council.

Section 4. No member shall overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Council, any unreasonable disturbance, or make any alterations to or connections with the heating or air-conditioning or plumbing systems without the prior written consent of Council.

Section 5. The Council may adopt such rules and regulations concerning use, occupancy or other matter as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

Section 6. The violation of any rule or regulation adopted by the Council or any provision of the Declaration shall give the

Council or any duly constituted management acting on behalf of the Council the right, in addition to any other rights:

A. To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass.

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

C. To levy as an assessment or charge as a Common Expense pursuant to §702 of the Act against any Unit Owner an amount equal to damages sustained plus costs of suit and reasonable attorneys fees by virtue of such Unit Owner's violation of the intent and meaning of the provisions of the rules and regulations promulgated hereunder or that of guests or tenants under this control upon finding thereof by Council.

Section 7. Council shall maintain, repair and replace all of the Common Areas and those elements within the Units as required by the Declaration and in the event that such maintenance, repair or replacement was caused by the negligence or misuse of a Unit Owner, such expense shall be charged to such Unit Owner. Each Unit Owner shall maintain, repair, and replace at his own expense all portions of his Unit, except the portions thereof to be maintained, repaired and replaced by the Association. Each Unit Owner shall be responsible for consequential damages to any other Unit or to the Common Areas caused intentionally, negligently, or by his failure to properly maintain, repair or make replacements to his Unit.

ARTICLE XI
Indemnification

Section 1. The Association shall reimburse or indemnify each Council member, officer, and employee of the Association for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding whatsoever, civil, criminal, administrative, or investigative (hereinafter called "action"), in which he may become involved

as a party or otherwise by reason of his being or having been such Council member, officer, or Association employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omissions to act occurred before or after the adoption of this Code of Regulations, provided that (a) in respect of any action by or in the right of the Association such person was not willfully negligent or guilty of willful misconduct to the Association, and (b) in respect to all other actions such person acted in good faith in what he reasonably believed to be allowable in the circumstances and in the best interest of the Association and, in addition, (c) in any criminal action had no reasonable cause to believe that his conduct was improper or unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be allowable and to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 2. As used in this Code of Regulations the term "liabilities and expenses" shall include but not be limited to counsel fees and expenses and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by an officer, or employee, but shall not include amounts paid to this Association itself unless approved by a court.

Section 3. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 1, either (a) by the Council, acting by a quorum consisting of two or more members of the Council if the Council shall consist of three persons and three or more members of the Council if

the Council shall consist of five or more persons, other than those involved in the action, or (b) if there are not at least two members if the Council shall consist of three persons and three or more members of the Council if the Council shall consist of five or more persons, then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

Section 4. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

Section 5. The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his death, shall extend to his legal representatives.

Section 6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Council member, officer, or employee of the Association, or is or was in any capacity serving the Association or Council at its request or serving at the request of the Association as a Council member, officer, or employee of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section.

ARTICLE XII
Amendments

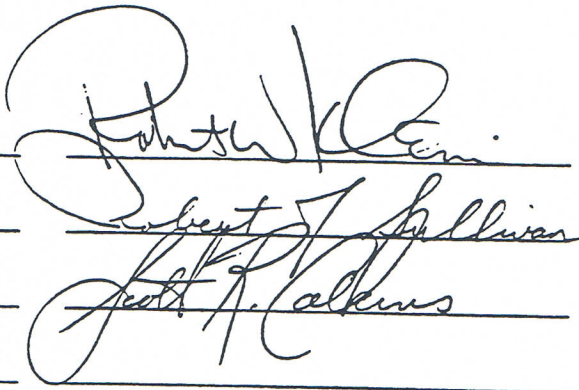
This Code of Regulations may be amended or modified at any time, or from time to time, by the action or approval of the Unit Owners, owning a majority of the Common Interests; except that regulations affecting the rights or interests of the Declarant shall not be amended or modified without the written consent of the Declarant.

ARTICLE XIII
Severability

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, we, being all the first members of the Council of the Plaza at Grandview, have hereunto set our hands this 6th day of NOVEMBER, 1978.

WITNESS:

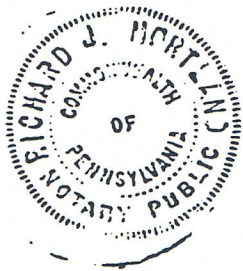


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

Before me, the undersigned authority, a Notary Public in and for said Commonwealth and County, personally appeared ROBERT W. KLEIN, ROBERT J. SULLIVAN and SCOTT R. CALKINS, who, acknowledged themselves to be all the first members of the Council of the Plaza at Grandview, and that they, being authorized to do so, executed the foregoing Code of Regulations for the Plaza at Grandview for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this 6th day of November, 1978.

Richard J. Mortland
Notary Public



RICHARD J. MORTLAND, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 15, 1981
Member, Pennsylvania Association of Notaries