

8/9/78

DECLARATION OF CONDOMINIUM
FOR THE
PLAZA AT GRANDVIEW

ARTICLE I
Submission of the Property

The Declarant, Friendship Federal Savings and Loan Association of Pittsburgh, intends to and does hereby submit the property described in Article II hereof, including the improvements thereon, to the provisions of the [REDACTED] (Act of July 3, 1963, P.L. 196; 68 P.S. §700.101, et seq.) hereinafter referred to as the "Act", as the same is in force on the date hereof and as it may hereafter be amended, for the specific purpose of creating and establishing the Plaza at Grandview, a condominium. Said Property shall be held, sold and conveyed subject to the provisions of the Act, the covenants, conditions and restrictions contained herein, and the Declaration Plan which are for the purpose of protecting the value and desirability of, and which shall run with the real Property and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE II
Name and Description

Section 1. Name. The name by which the Property, the Building or the Association of Unit Owners in this condominium is to be identified is the: Plaza at Grandview.

Section 2. Description of the Property. The Property herewith submitted to the condominium form of ownership under the Act and to form the Plaza at Grandview is legally described as follows:

ALL those certain lots or parcels of ground situate in the Nineteenth (19th) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being designated Block 4-C, Lots 13 and 15 in the records of the Deed Registry Office of Allegheny County, Pennsylvania, and being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of Shiloh Street, 40 feet wide, at the dividing line between the property herein described and property now or formerly of Grace E. Lash; thence North 35° 00'

East, 151.94 feet along said line of Shiloh Street to the point of tangency of the Northwest corner of Shiloh Street and Grandview Avenue, 50 feet wide; thence around said corner by the arc of a circle having a radius of 50.00 feet curving to the left for an arc distance of 79.16 feet; thence North 55° 42' 40" West, 77.89 feet along the Southerly line of Grandview Avenue; thence by a line perpendicular to Grandview Avenue, South 35° 00' West, 148.965 feet to a point; thence South 55° 00' East, 50.00 feet to a point; thence South 35° 00' West, 52.00 feet to a point on the Northerly line of property now or formerly of said Grace E. Lash; thence along said line South 55° 00' East, 78.50 feet to the Westerly line of Shiloh Street and the place of beginning.

The above description made in accordance with survey of Bierwerth-Barton and Associates, dated May, 1976, Drawing No. 4154.

BEING the same premises which Marvco, Inc. by its Deed dated May 26, 1978, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 5945, page 421, granted and conveyed unto Friendship Federal Savings and Loan Association of Pittsburgh, Declarant herein.

Together with a twenty-six (26) unit highrise building containing dwelling units as identified in the Declaration Plan.

The "Property" is to consist of real estate, Units and Common Elements, as shown on the Declaration Plan.

ARTICLE III Definitions

The following terms shall have the meanings herein ascribed to them, unless the context clearly indicates otherwise:

Section 1. "Building" means the multi-unit structure, as well as improvements comprising a part thereof, used, or intended for use, for residential purposes.

Section 2. "Code of Regulations" means the Code of Regulations which are such governing regulations as are adopted for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time. Said Code of Regulations is incorporated herein and made a part hereof.

Section 3. "Common Elements" or "Common Areas" means and includes: (a) the land on which the Building is located and portions of the Building which are not included in a Unit; (b) the foundations, structural parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, entrances and exits of the Building; (c) the yards, parking areas and driveways; (d) portions of the land

and Building used for the management, operations or maintenance of the Common Elements; (e) installations of all central services and utilities; (f) all apparatus and installations existing for common use; (g) all other elements of the Building necessary or convenient to its existence, management, operation, maintenance and safety, or normally in common use; and (h) such areas and facilities as are designated on the Declaration Plan including areas and improvements intended to be devoted to the common use and enjoyment of the Unit Owners.

Section 4. "~~Limited Common Elements~~" or "Limited Common Areas" means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Council as reserved for the use of a certain Unit or Units to the exclusion of other Units. As to each of the foregoing, a right of use may be reserved as an interest appurtenant to a particular Unit or Units. In all other respects, these Limited Common Elements or Limited Common Areas shall be and remain Common Elements or Common Areas.

Section 5. "Common Expenses" means and includes: (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act or by this Declaration or by the Code of Regulations; and (d) expenses declared common by the Council pursuant to the provisions of this Declaration or by the Code of Regulations.

Section 6. "Council" means a board of natural individuals of the number stated in the Code of Regulations who are residents of Pennsylvania, who need not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

Section 7. "Declaration" means this Declaration of Condominium, by which the Property is submitted to the provisions of the Act, and any amendments thereto.

Section 8. "Declaration Plan" means the Declaration Plan, a survey of the Property prepared in accordance with §402 of the Act.

Section 9. "Plaza at Grandview" or "Association" means the Association of Unit Owners in the Plaza at Grandview, acting as a group pursuant to this Declaration and to the Code of Regulations.

Section 10. "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate in the interest of the ownership of the Common Elements as specified in this Declaration.

Section 11. "Person" means a natural individual, a corporation, partnership, association, trustee or legal entity.

Section 12. "Property" means and includes the real estate, the Building, the Common Elements, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto.

Section 13. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 14. "Recorder" means the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 15. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the Property is removed from the provisions of the Act.

Section 16. "Unit" means a part of the Building designed or intended for any type of independent use, which has a direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way, or to an easement or right of way leading to a public street or way, and includes the proportionate undivided interest in the Common Elements, which is assigned thereto by this Declaration or any amendments made hereto.

Section 17. "Unit Designation" means the number designating a Unit in the Declaration Plan.

Section 18. "Unit Owner" means the person or persons owning a Unit in fee simple.

ARTICLE IV
Units and Common Elements

Section 1. Identification of Units. The Property consists of Units and Common Elements shown on the Declaration Plan verified by Burt, Hill, Kosar, Rittelman Associates, Registered Architects and

Bierwerth-Barton & Associates, Inc., Registered Professional Engineers in accordance with the provisions of Section 402 of the Act. Each Unit is identified on the Declaration Plan by the Unit Designation assigned to each Unit. The Declaration Plan is to be recorded in the Office of the Recorder concurrently with the recordation hereof and of the Code of Regulations referred to below. For any and all purposes, Units may be identified and described solely by the number designated on the Declaration Plan.

Section 2. Description of Units. Each dwelling Unit is intended for independent use and consists of the following portions of a Building: (i) the interior portion enclosed within walls, ceilings, and floors, including all interior walls, ceilings and floors (i.e. all dry walls, tile and other wall and ceiling covering and all floor covering), and such space underlying the same as is necessary for the use and enjoyment of each Unit for residential purposes, but excluding all pipes, ducts, wires, cables, conduits of service to more than one Unit or other Common Elements, contained within such walls, ceilings, and floors, (ii) ~~the interior portion enclosed within walls, ceilings, and floors, including but not limited to latches, hinges, locks, frames and other portions of such doors, windows, grills and vents, and (iii) all ranges, dishwashers, disposals, sinks, showers, water closets, cabinets, light fixtures, electrical switches and outlets, floor covering, wall covering, moulding, baseboards and shades.~~ ceilings and floors, including but not limited to latches, hinges, locks, frames and other portions of such doors, windows, grills and vents, and (iii) all ranges, dishwashers, disposals, sinks, showers, water closets, cabinets, light fixtures, electrical switches and outlets, floor covering, wall covering, moulding, baseboards and shades.

Section 3. Description of Common Elements. The Common Elements consist of all parts and portions of the Property except the Units and portions of the Property otherwise owned and reserved. The Common Elements specifically include all items of service or use to more than one Unit including but not limited to all waterlines, hot water heaters, fuse boxes, circuit breakers, transformers, lighting and heating devices and floor covering in common hallways in the Building, pressure regulators, and similar devices, all television antennae and all attachments, accessories and parts thereof and all substitutions and replacements thereof.

Section 4. Interest in the Units. Subject to the provisions of this Declaration and the Code of Regulations, the owner of each Unit shall hold title thereto in fee simple as more fully shall be set forth in the Deed to each Unit.

Section 5. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements (expressed as a percentage) allocated to the respective Unit owned by such Unit Owner as set forth in the Schedule attached hereto as Exhibit "A" and incorporated herein by reference. Provided, however, that the Declarant may alter the allocation of interest in Common Elements by combinations of Units or portions thereof, pursuant to Article V, Section 1 hereof. The undivided interest in the Common Elements shall be determined by the ratio of the square footage allocated to the particular Unit to the square footage allocated to all Units expressed as a percentage.

Square Footage of Unit

Square Footage of all Units

= %

Such ownership runs with title to each Unit and may not be separated therefrom; provided, however, that the proportionate undivided interest in the Common Elements (expressed as a percentage) may be altered by the recording of an amendment to this Declaration, duly executed by all Unit Owners affected thereby. At all times the total of the undivided interest as described in this Section shall aggregate 100%.

Section 6. Special Uses. Certain parts of portions of the Common Elements (such as garage spaces, etc.) may be specially assigned by the Council for use by particular Unit Owners; provided, however, that such assignments are reasonably made among all the Unit Owners without discrimination and for the convenience of all.

Section 7. Easements.

A. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving that Unit and located in any of the other Units.

B. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, wires, ducts, cables, conduits,

utility lines and other Common Elements serving such other Units and located in such Unit.

C. Each Unit shall have an easement to the extent necessary for structural support over every other Unit and over the Common Elements and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit.

D. The Property is subject to reservation of coal and mining rights, oil and gas leases, rights of way, easements, covenants, restrictions or conditions as set forth in prior instruments of record and rights of way for utilities now or hereafter established or granted by Declarant. In addition, the Property is subject to perpetual rights of way over the Common Elements for ingress and egress to Common Elements and Units.

ARTICLE V
Use, Purposes and Restrictions

The Property, including the Building, the Units, and the Common Elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Unit Restrictions. The Building is divided into twenty-six Units with numbered Unit designations. The Declarant reserves the right to sell any combination of more than one Unit or portions of a Unit, which upon the initial sale by Declarant shall be considered a single Unit or two or more single Units having the undivided interest in the Common Elements, allocated to each Unit based upon the square footage purchased, expressed as a percentage of the total square footage computed as provided in Article IV, Section 5 hereof. Thereafter, no Unit may be divided or subdivided into a smaller Unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred without first amending the Declaration Plan to show changes in the Units to be affected thereby. Notwithstanding

anything contained herein, the Declarant has the right to use any Units owned by it for models and for sales and administrative offices.

Section 2. Residential Use. Each Unit is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Each of the Units is intended for independent use and shall be used only as a residence and for purposes incidental to such uses, provided that when the Council shall hold title to a Unit, the Council shall be deemed to be the Unit Owner and shall be entitled to establish permitted uses for such Unit. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, result in the cancellation or increase in the rates of insurance on the Building, or impair any easement or appurtenance or other right, without the unanimous consent of the Unit Owners affected thereby. Notwithstanding the foregoing a Unit may be rented for residential purposes by the Owner thereof under a lease for a term of at least one month.

Section 3. Use of Common Elements. The Common Elements or Common Areas may be used by all Unit Owners and/or tenants, their families, guests and invitees, subject to the Code of Regulations and such rules and regulations as may be established by the Council. Each Unit Owner may use the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, subject, nevertheless, to the provisions hereof, the Code of Regulations and the Rules of the Council.

Section 4. Use of Limited Common Elements. The Limited Common Elements may be used by those Unit Owners, and tenants, invitees and guests of such Unit Owners, to which said Limited Common Elements are appurtenant, subject, however, to the Code of Regulations and such rules as may be established by the Council.

Section 5. Maintenance and Repair of Common Elements. The maintenance and repair of the Common Elements and the making of additions or improvements thereto shall be carried out only as provided by the Code of Regulations, established and adopted pursuant to the provisions of Section 302 of the Act and to be recorded, as aforesaid, as the same may be amended from time to time.

Section 6. Access for Police and Fire Protection. Under all circumstances, open ways of access to all Units and Common Elements shall be maintained for police and fire protection.

ARTICLE VI
Common Expenses

Section 1. Condominium Expenses. The Declarant, for each Unit owned, hereby covenants, and each subsequent Unit Owner by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Council or its designee, as representatives of the Plaza at Grandview, such assessments and/or charges as may be levied by the Council to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing the Plaza at Grandview. Such assessments and/or charges as may be levied by the Council may also include special assessments to certain Units on a prorata basis for the maintenance and repair of limited Common Areas reserved for the use of a certain Unit or Units to the exclusion of other Units. Such assessments and/or charges shall run with the land and shall be a continuing lien upon the Unit or Units against which such assessments and/or charges were made. Such assessments and/or charges may be enforced in any Court of law or equity having jurisdiction thereof, as provided by the Act. The lien of the assessments and/or charges provided for herein shall be subordinate to the lien of any first Mortgage.

ARTICLE VII
Encroachments

If any portion of a Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed and then rebuilt, encroachments of portions of Units or Common Elements as aforescribed, due to construction, shall be permitted, and valid easements for said encroachments and the maintenance thereof shall exist.

ARTICLE VIII
Easements

Section 1. Unit Owners and Council. Each Unit Owner shall have an easement in common with all other Unit Owners to use and repair, as necessary, all pipes, wires, ducts, cables, conduits, public utility lines and other elements located in each Unit and forming part of the Common Elements. In addition, each Unit shall be subject to and, shall have, such easements of support and shelter from and over such other Units as may be necessary for the quiet enjoyment of such Unit and necessary for the continuance and maintenance of structural Common Elements. The Council shall have the right to reasonable access to each Unit to inspect the same, to remove violations therefrom and shall have the obligation to maintain, repair or replace the elements necessary for the preservation of the facilities which are the objects of the aforesaid easements, and the elements common to it and other Units or Common Elements contained therein or elsewhere in the Building, and to maintain, repair and replace such other equipment or elements as may be the responsibility of the Association, under the Code of Regulations or by contract.

All repair work contemplated by this Article shall be performed solely through the Council. The foregoing easements shall run with the land and inure to the benefit of and be binding upon the Council, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Unit or in the Common Elements at the time of reference. The Council shall have the right of access to each Unit as set forth above and to the extent set forth in the Code of Regulations.

Section 2. Grant of Easements by Council. The Council may grant or accept, on behalf of all of the Unit Owners, easements for the benefit of the Common Elements or any or all Unit Owners, and, to facilitate the granting of any such easement in, through, under or upon the Common Elements, each Unit Owner hereby does grant, along with all other Unit Owners, unto the Council, acting through its duly authorized officers, an irrevocable Power of Attorney to execute, acknowledge and deliver, on his behalf and in his name, any such easement.

Section 3. Declarant's Easements. The Declarant and any person or entity acting by, through or under the Declarant shall have the right of use and passage of, in, upon, through and across the Common Elements for erection, construction and installation of the Units and improvements in connection therewith and improvements to the Common Elements, for sale of the Units and for any and all activities necessary or convenient in connection with any of the foregoing.

Section 4. Nothing herein shall be deemed to impair the right of a Unit Owner to own and use his Unit as provided in this Declaration, the Code of Regulations and as contemplated in the Act.

ARTICLE IX
Council and Voting

Section 1. First Council Members. The names of the first members of the Council are: Robert W. Klein, Robert J. Sullivan and Scott R. Calkins. They shall serve until their successors have been elected at the first annual meeting of the Unit Owners, held pursuant to the Code of Regulations. Should any of the above named die, resign or otherwise become unwilling or unable to serve as members of Council, replacement shall be by appointment of the Declarant until such election.

Section 2. Each Unit Owner shall automatically become a member of the Association. Upon termination of his ownership of a Unit, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner succeeding him in interest. At any meeting of Unit Owners, each Unit Owner or his proxy as provided in the Code of Regulations or his mortgagee voting in his place as may be provided in individual mortgage contracts, shall be entitled to the membership in the Common Elements assigned to his Unit by this Declaration and any amendments hereto.

ARTICLE X
Separate Mortgages, Taxes, Utility Charges

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit. No Unit Owner shall

have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property except as herein provided.

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act.

Section 3. Utilities. Each Unit Owner shall pay for his own telephone, electricity and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the Common Expenses, or in the event the said utility services are supplied to some Units but less than all Units, then Council may pro rate these charges over the Units using such services and require each participating Unit Owner to pay their pro rata share of such charges which shall become a charge or lien against the Unit.

ARTICLE XI
Insurance

The Council shall have authority to and shall obtain as a Common Expense insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Units and of the Common Elements. Such policies shall include coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

Such insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association as Trustee for the Unit Owners (and their respective mortgagees as their interests may appear), in the proportion of their respective percentages of ownership in the Common Elements. When requested by a Unit Owner, a standard mortgagee endorsement shall be issued to the holder of the first mortgage on such Owner's Unit.

Such policy shall, if possible, include provisions that they be without contribution: [REDACTED]

[REDACTED] that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents and guests, and waives any defense based on co-insurance. Such policy shall contain a provision that said policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all insureds, including mortgagees of Unit Owners.

[REDACTED] INSURANCE
ON THE PROPERTY, THE ADDITIONS AND IMPROVEMENTS THEREON
AND ON THE PERSONAL PROPERTY WHEREVER SITUATED.

Application of the insurance proceeds to reconstruction and disposition of the Property where the insurance proceeds are insufficient for reconstruction shall be as provided in the Act. If the amount of the estimated cost of reconstruction and repair of the Property is in excess of \$100,000 and the insurance proceeds are sufficient for such purpose, then such insurance proceeds shall be paid by the insured to a Bank or Trust Company, hereinafter referred to as the Insurance Trustee, authorized to do business in Pennsylvania, and having a capital of not less than \$5,000,000. The insurance proceeds shall be applied by the Insurance Trustee to the payment of such costs and shall be paid to or for the account of the insured from time to time as the reconstruction work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon written request of the Association accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, setting forth the following:

A. That the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and that the sum requested does not exceed the value of the services and materials described in the certificate.

B. That except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the

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person signing such certificate, after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or other similar lien upon such work, the Common Elements, or any individual Unit, and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after payment of the sum so requested.

The Council shall have authority to and shall obtain as a Common Expense comprehensive public liability insurance, in such limits as it shall deem desirable and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, the Council, manager and managing agent from liability in connection with the Common Elements. All liability insurance policies shall contain cross liability endorsements to cover liabilities of the Unit Owners collectively to a Unit Owner individually.

The premiums for all insurance purchased pursuant to the provisions of this Section shall be Common Expenses and shall be paid at least thirty (30) days prior to the expiration date of any current policy. Within ten (10) days after the payment of any such premium, notice of such payment shall be sent to the mortgagee of each Unit. Such policies shall include a provision that coverage will not be terminated for nonpayment of premiums without ten (10) days' prior written notice to each Unit mortgagee.

ARTICLE XII
Maintenance and Alterations

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Council.

ARTICLE XIII
Repair or Reconstruction

Section 1. Damage to or destruction of the Building shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council, if any, for that purpose, and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in the proportion to their respective undivided ownership of the Common Elements; provided, however, that if there is substantially total destruction of the Building and/or if seventy-five percent (75%) of the Unit Owners directly affected thereby duly resolve not to proceed with repair or restoration, then, in that event the salvage of the substantially destroyed Building shall be subject to partition at the suit of any Unit Owner directly affected thereby, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Council, if any, shall be considered as one fund and shall be divided among all the Unit Owners directly affected thereby in proportion to their respective undivided interests in the Common Elements, after discharging, out of the respective shares of Unit Owners directly affected thereby, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

ARTICLE XIV
Unit Subject To Declaration,
Code Of Regulations, Rules And Regulations

All present and future Unit Owners, tenants, mortgagees and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and the Code of Regulations as they may be amended from time to time. All duly promulgated rules and regulations of the Association shall also be fully binding. The acceptance of a Deed or conveyance or the entering into of a lease or the entering into occupancy of a Unit shall constitute agreement that the aforescribed instruments are accepted and ratified by each such Unit Owner, tenant, occupant or mortgagee; and that all such provisions of the aforescribed instruments shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any

interest or estate in such Unit as though such provisions were ratified and stipulated at length in each and every Deed or conveyance or lease thereof.

ARTICLE XV
Eminent Domain

If all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner and Declarant shall be entitled to a share in the damages in the same proportion as his undivided interest in the Common Elements.

ARTICLE XVI
Managing Agent

The Declarant shall have the right, but not the obligation to employ a management agent on behalf of the Association to manage the condominium.

ARTICLE XVII
Amendment

While the Declarant owns at least fifty percent (50%) of the Units, this Declaration may be amended by a majority vote of Unit Owners, and mortgagees, subject to the restrictions of the Act. Thereafter, this Declaration may be amended, subject to the restrictions of the Act, by the vote of the Unit Owners and mortgagees of eighty percent (80%) of the Common interests. No amendment shall be effective until properly recorded.

ARTICLE XVIII
Removal

The Property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all Unit

Owners, holders of all mortgages, judgments or other liens affecting the Units. Once the Property has been removed, the former Unit Owners shall become tenants in common of the property as provided by the Act.

ARTICLE XIX
Interpretation

Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the Code of Regulations or the Rules and Regulations of the Association shall be determined by the Council, whose determination shall be final and binding, on all Unit Owners, provided that where a member of the Council is a party to the dispute or is subject to be affected to a degree different than all other Unit Owners, he shall not as such member participate in the hearing, consideration and decision by the Council.

ARTICLE XX
Severability

If any of the provisions of this Declaration or of the Code of Regulations or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XXI
Captions

The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of the Declaration nor the intention of any provision hereof.

ARTICLE XXII
Conflicts

This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control.

IN WITNESS WHEREOF, the Declarant has hereunto caused these present to be executed and its seal to be hereunto affixed at Pittsburgh, Pennsylvania, this 6TH day of NOVEMBER, 1978.



Jane D. Porter
Secretary

FRIENDSHIP FEDERAL SAVINGS AND
LOAN ASSOCIATION OF PITTSBURGH

By *Kenneth E. Knapp*
President

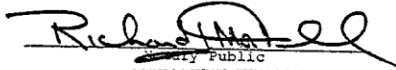
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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

Before me, the undersigned authority, a Notary Public in and for said Commonwealth and County, personally appeared RICHARD E. KNAPP, who acknowledged himself to be the President of FRIENDSHIP FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITTSBURGH, a corporation existing under the laws of the United States of America, and that he being authorized to do so, executed the foregoing Declaration of Condominium for the purposes herein contained.

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




Notary Public
RICHARD J. MORTLAND, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 16, 1981
Member, Pennsylvania Association of Notaries

<u>NUMBER</u>	<u>SQUARE FEET</u>	<u>% COMMON INTEREST</u>
201	2241	.0324381
301	2130	*
302	1992	.030561
303	2130	*
401	2130	*
403	2130	*
501	2130	*
502	1992	.030561
503	2130	*
601	2130	*
603	2130	*
701	2130	*
702	1992	.030561
703	2130	*
801	2130	*
803	2130	*
901	2130	*
902	1992	.030561
903	2130	*
1001	2130	*
1003	2130	*
1101	2130	*
1102	1992	.030561
1103	2130	*
1201	2130	*
1203	2130	*
	<u>54,801</u>	<u>100. %</u>

*65,181 square feet available for Units.

*For all Units, except Nos. 201, 302, 502, 702, 902 and 1102 which have a fixed percentage of Common Elements assigned to them as set forth above, additional space is available which shall be integrated into either or both of the odd numbered Units on each floor. The percentage of the Common Elements attributable to each of the odd numbered Units on each floor shall be as follows:

.032678, if no additional space is integrated into the Unit,
.040640, if one-half of the additional space is integrated into
the Unit, and
.048587, if all of the additional space is integrated into the
Unit.

For example, if no additional space is integrated into one of the odd
numbered Units on a floor, its percentage of the Common Elements would
be .032678, and the other odd numbered Unit's percentage of the Common
Elements would be .048587, as all of the additional space must be
integrated into that Unit.

If one-half of the additional space is integrated into one
of the odd numbered Units on a floor, its percentage of the Common
Elements would be .040640, and the other odd numbered Unit's percentage
of the Common Elements would be .040640, as the remaining one-half of
the additional space must be integrated into that Unit.

The percentage of the Common Elements when all additional
space has been integrated into Units equals 100%. The votes attribut-
able to each Unit corresponds to the percentage of interest in the
Common Elements as follows:

.030561	=	3.1 votes
.032678	=	3.3 votes
.034381	=	3.4 votes
.040640	=	4.1 votes
.048587	=	4.9 votes

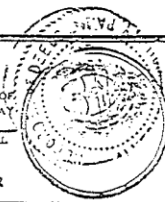
The total of all votes equals 100.9 votes.

CERTIFICATE AS TO RESIDENCE

The undersigned hereby certifies that the precise place of business of the within named Declarant is 217 North Highland Mall, Pittsburgh, Pennsylvania 15206.

John F. Calkins
Attorney at Law

NOV 8 1978	84321	DECLARATION OF CONDOMINIUM FOR THE PLAZA AT GRANDVIEW FRIENDSHIP FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITTSBURGH, Declarant	3/28	Recorder of Deeds Mail to: SCOTT R. CALKINS, ESQUIRE HINSCH, WEISE & TILLMAN ATTORNEYS AT LAW 1500 BROADWAY PITTSBURGH, PA. 15219 412-441-4400
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STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY	S.S.	RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 8th DAY OF November A.D. 1978 IN DEED BOOK VOL. 6030 PAGE 150. WITNESS MY HAND AND SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.	<i>John F. Calkins</i> RECORDER	
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