

EXHIBIT 2

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made this 12th day of February, 1976, by MT. WASHINGTON ASSOCIATES, a joint venture. Composed of Stanley Perlman and Rub-a-Dub-Dub, Inc, a Pennsylvania corporation, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, The Developer is the owner in fee simple of all that certain lot or piece of pound situate in the Nineteenth Ward of the city of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being known as Lots 30 and 38, Bode 6-M, in 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 northerly line of Grandview Avenue 50 feet wide, said point of beginning being on the easterly line of lands now or formerly of M.K. Crowe; thence along the lands of Crowe and lands of the City of Pittsburgh north 34 deg. 47' 20" East, a distance of 200 feet to a point on the lands of the City of Pittsburgh; thence South 55 deg. 12" 40" East, a distance of 563.77 feet to a point on lands of the Pennsylvania Department of Transportation; thence along the lands of PennDot the following five courses and distances: (1) South 55 deg. 08'36" West, a distance of 5.77 feet; (2) South 53 deg, 15' East, a distance of 87.00 feet; (3) South 36 deg. West, a distance of 65.10 feet; (4) South 52 deg. 41" East, a distance of 9.92 feet; (5) South 33 deg. 40'20" West, a distance of 1.10 feet to a point on the northerly line of Lot No. 27 of the W.H. Wilson and F.A. Bailey Plan of Lots as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 12, Page 200; thence along the northerly line of the aforementioned plant of lots, said line being the northerly line of Lots Nos.27 through, North 55 deg. 12' 40" West, a distance of 420.25 feet to a point; thence through Lot No. 10 of the aforementioned plan, south 34 deg. 47' 20" West, a distance of 124.98 feet to a point on the northerly line of the aforementioned Grandview Avenue; thence along Grandview Avenue, North 55 deg. 12"40" West, a distance of 237.00 feet to the point and place of beginning.

BEING subject to a 100 foot underground easement for the Fort Pitt Tunnels and subject to a 5 foot strip along the right of way of Grandview Avenue as dedicated to the City of Pittsburgh by instrument dated December 27. 1962 between Grandview Place, Inc., owner, and the City of Pittsburgh, a municipal corporation, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 4004, Page 280.

SUBJECT to reservations 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.

HAVING erected thereon a 12 story building containing individual residential units, and garage units.

BEING the same property which Shaker Lakes Apartments by its deed dated December 11, 1973, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 5297, Page 293, granted and conveyed to Mt. Washington Associates, a joint venture composed of Stanley Perlman, Carl Max Janavitz, and Rub-A-Dub-Dub, Inc. The said Carl Max Janavitz and Gloria Janavitz, his wife, by their deed dated March 20, 1975 and recorded in the Recorder's Office of Allegheny County, Pennsylvania. in Deed Book Volume 5463. page 461. quit claimed all of their right, title and interest in the within described property to Mt. Washington Associates, a joint venture composed of Rub-A-Dub-Dub. Inc. and Stanley Perlman.

WHEREAS, the Developer intends by this Declaration to emit the property (as hereinafter defined) to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania; subject, however, to the mortgage given by Stanley Penman. an individual. and Rub-A-Dub-Dub, Inc.. a Pennsylvania corporation, together doing business as Mt. Washington Associates, a joint venture, to Friendship Federal Savings and Loan Association of Pittsburgh in the sum of \$2,500,000.00 dated March 27, 1975 and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Mortgage Book Volume 6052, page 487.

NOW, THEREFORE, the Developer hereby declares as follows:

1. DEFINITIONS: For the purpose of the within Declaration, the following definitions shall control:

- a) "Act" shall mean the Unit Property Act of the Commonwealth of Pennsylvania;
- b) "Declaration" shall mean the within instrument by which the property, as hereinafter defined, is submitted to the provisions of the Act and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof;
- c) "Parcel" shall mean that real estate herein above described in the within instrument which is hereby submitted to the provisions of the Act;
- d) "Unit" shall mean either a part of the property including one or more rooms occupying one or more floors, or a part or parts thereof, and designed and intended for independent use as a residential apartment for one family or garage space for one automobile.
- e) "Property" shall mean all of the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon including the building and all easements, rights, and appurtenances belonging thereto and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners submitted to the provision of the Act (which property is sometimes referred to as 1000 GRANDVIEW);
- f) "Common Elements" shall mean all portions of the property except the units;
- g) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;
- h) "Unit Owner" shall mean the person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a unit;
- i) "Majority" or "Majority of the Unit Owners" shall mean those owners without regard to their number, who own more than 50 % in the aggregate of the entire undivided ownership interests in the Common Elements; any specified percentage of the unit owners shall mean those owners who, in the aggregate, own such specified percentage of the entire undivided ownership in the common elements;
- j) "Plat" shall mean the Declaration Plan showing all units in the property submitted to the provisions of the Act, which Plan is by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this declaration;
- k) "Building" shall mean the building constructed by the Developer, located by the Plat.

2. SUBMISSION OF PROPERTY TO THE ACT: The Developer hereby submits the property to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania.

3. UNITS: The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes as provided in the Act. Each apartment unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on the Plat. The space above the floor and walls of the balconies up to the light of the ceiling of the units to which the balcony is attached shall be considered a part of the apartment units to which they are attached.

- a) Each garage unit shall consist of the space as shown on the Plat, extending from the floor to the ceiling within the exterior marker lines of the space assigned to the garage unit.

4. COMMON ELEMENTS: The common elements shall consist of all the property except the individual units and shall include without limitation the following;

- a) The land hereinabove described including 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, including structural columns located within the boundaries of a unit, 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 exclusively for the management, operation or maintenance of the common elements;
- e) Installations of all central service and utilities, including but not limited to all pipes, ducts, electrical wiring, conduits, flues, public utility lines and the like or otherwise, including those within an interior wall within the confines of a unit;
- f) All apparatus, equipment and installations existing for common use including but not limited to elevators, water heaters, laundry storage areas and the like or otherwise which service common elements;
- g) Public observation area;
- h) All other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;
- i) Floors and ceiling (other than the interior surfaces thereof) landscaping, swimming pool and other community facilities.

5. OWNERSHIP OF THE COMMON ELEMENTS: Each unit owner shall be entitled to that percentage of ownership in the Common Elements allocated to the respective unit owned by such unit owner as set forth in the schedule attached hereto as Exhibit A and by reference incorporated herein and made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective units as set forth in Exhibit A shall remain constant unless amended in writing by all of the unit owners.

6. USE OF THE COMMON ELEMENTS: Each unit apartment owner shall have the right to use the Common Elements in common with all other unit owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective unit owned by such unit apartment owner and to the use and enjoyment of the swimming pool and other community facilities. Such rights shall extend to the unit apartment owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit apartment owners. A unit apartment owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, elevator areas or other Common Elements, other than in the areas designated as storage areas, any furniture, packages, or objects of any kind. The lobbies, vestibules, public halls, stairways and elevators shall be used for no purpose other than for normal transit. Each unit garage owner shall have the right to use the Common Elements in common with all other unit owners for the sole and only purpose of ingress and egress to the garage space for the accommodation of his automobile. The Association shall have the authority to lease or rent or grant licenses or concessions with respect to the laundry, or other parts of the Common Elements, subject to the provisions of this Declaration and the Code of Regulations of this Association. The use of the Common Elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the Code of Regulations and rules and regulations of the Association.

7. COMMON EXPENSES: Each unit owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit A. Payment thereof shall be in such amounts and at such times as may be provided by the Code of Regulations. In the event of the failure of a unit owner to pay such proportionate share when due, the amount hereof shall constitute a lien on the interest of such unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such unit owner, owned or held by any lender, except for the amount of the proportionate share of common expenses which become due and payable from and after the date

on which the said mortgage owner or holder either takes possession of the unit, accepts a conveyance of any interest therein (other than a security) or files suit to foreclose its mortgage.

8. ASSOCIATION: Prior to the date of the within instrument and the recording thereof, there has been formed 1000 Grandview Association, Inc., a non-profit corporation under the Non-profit Corporation Act of the Commonwealth of Pennsylvania, which corporation (hereinafter and hereinafter referred to as the "Association") shall be the governing body for all of the owners with respect to the administration, maintenance, repair and replacement of the property as provided by the Act, this Declaration and the Code of Regulations. The Board of Directors of the Association shall constitute the Council referred to in the Act. The original Board of Directors shall be composed of Stanley Perlman, Marilyn Perlman and Betty Rah Scoratow and they shall serve until their successors are elected at the first Annual meeting of the Members, held after Deeds of Conveyance have been recorded conveying 90% in the Common Elements. Should any of the original directors resign from, die or otherwise be unable to serve, the remaining Director or Directors shall elect a Successor or Successors to serve for the balance of his term. The Code of Regulations of the Association is by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration.

Notwithstanding anything to the contrary contained herein, the first annual meeting of the members shall be held no later than three years from the date of the recording of the Declaration.

Each unit owner shall automatically become and be a member of the Association so long as he continues as a unit owner. Upon the termination of the interest of a unit owner, his membership shall thereupon automatically terminate and transfer and inure to the new unit owner succeeding him in interest.

The aggregate number of votes for all members of the Association shall be one thousand (1,000), which shall be divided among the members in the same ratio as their respective percentages of ownership interest in the common elements as set forth in Exhibit A

9. DETERMINATION OF BOARD TO BE BINDING: Matters of dispute or disagreement between unit owner or with respect to interpretation or application of the provisions of this Declaration or the Code or Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all unit owners.

10. GARAGE: Each unit apartment owner shall have the right to purchase a garage unit to accommodate one automobile for each apartment unit at the time he purchases his apartment unit. If a unit apartment owner does not purchase a garage unit to accommodate one automobile, such garage unit shall first be offered for sale by the Developer to the other unit apartment owners and any of such garage units remaining unsold after being first offered to the other unit apartment owners shall then be offered for sale to the Association, and after such offerings, such unsold garage units remaining may be sold or leased by the Developer to any persons including persons other than the Association and unit apartment owners. As to garage units in excess of one parking space for each apartment unit, such garage units first shall be offered for sale by the Developer to the unit apartment owners, and any of such garage units remaining unsold after being first offered to the unit apartment owners, shall then be offered for sales to the Association, and after such offerings, such unsold garage units remaining may be sold or leased by the Developer to any persons including persons other than the Association and unit apartment owners.

11. STORAGE AREAS: Storage areas in the building outside of the respective units shall be part of the Common Elements and the use thereof shall be allocated among the unit owners as the Association may by its rules and regulation prescribe.

12. SEPARATE MORTGAGES OF UNITS: Each unit owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership in the Common Elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own unit and his own respective ownership interest in the Common Elements as aforesaid.

13. SEPARATE REAL ESTATE TAXES: It is understood that real estate taxes are to be separately taxed to each unit owner for his owner for his unit and his corresponding percentage of ownership in Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the Property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

14. UTILITIES: Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses

15. INSURANCE: The Board of Directors shall have the authority to and shall obtain 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 Common Elements and the units less deduction for foundations and excavations and without reduction for depreciation. Such policies shall include coverage for the payment of common expenses with respect to damaged units during the period of reconstruction thereof, and if agreeable to the insurer, shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the property in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the unit owners elect to sell the property or remove it from the provisions of the Act. Such insurance coverage shall be written in the name and the proceeds thereof shall be payable to the Association or the Board of Directors as the Trustee for the unit owners (and their respective mortgages, if any, as their interests may appear) in the proportion of their respective percentages of ownership interest in the Common Elements as established in the Declaration. 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. If agreeable to the insurer, such policies shall include provisions that then be without contribution, that improvements to units made by unit owners shall not affect the valuation of the property for purposes of insurance, that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests, waives any defense based on co-insurance or of invalidity arising from any acts of the unit owners and that such policies may not be cancelled or substantially modified without at least ten days prior written notice to all of the insured, including all mortgagees of unit owners

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 \$100,000.00 and the insurance proceeds are sufficient for such purpose, then such insurance proceeds shall be paid by the said assured to a bank or trust company (the Insurance Trustee) authorized to do business in Pennsylvania and having a capital of not less than \$5,000,000.00, and applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the assured from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the 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 (I) that the sum then requested either has been paid by the Association or as justly due to contractors, sub-contractors, 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 the several amounts so paid or due, and stating that no part hereof has been made the basis for withdrawal of insurance proceeds in any previous event pending request or has been paid out of any proceeds of insurance received by the Association, and that the sum requested does not exceed the value of the services and materials described in the certificate, (II) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's, or 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 the payment of the sum so requested.

The Board of Directors shall have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable and worker's compensation insurance and other liability insurance as it may deem desirable, insuring each unit owner and the Association, Board of Directors, officers, manager and managing agent from liability in connection with the Common Elements. If agreeable to the insurer, 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. If agreeable to the insurer, 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.

Each unit owner shall be responsible for his own insurance on the contents of his own unit and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided

16. MAINTENANCE, REPAIRS, AND REPLACEMENTS: Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the plumbing within the unit and for the bringing of water,

gas and electricity to the unit shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of individual heating units and individual air conditioning units, refrigerators, ranges, and other kitchen appliances and lighting fixtures and other electrical appliances of any unit owner shall be at the expense of such unit owner. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the common expenses.

To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities, or fixtures affecting or serving other units or the Common Elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements of any equipment, facilities, or fixtures affecting or serving other units or the Common Elements. Each unit owner shall be responsible for the maintenance, repair, and replacement of all windows of his unit and also the doors leading onto the balconies, adjacent to his unit

17. DECORATING: Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Each unit owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings, which constitute the exterior boundaries of the respective unit owned by such unit owner, and such unit owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such unit owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner. The use of and the covering of the interior surfaces of such window, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the units as above provided), any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair, or replacement work on the Common Elements by the Association shall be furnished by the Association as part of the common expenses.

18. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS: No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

19. RIGHT OF ACCESS: A unit owner shall grant a right of access to his unit to the Association or any person authorized by the Association for the purpose of making inspections, or for the purpose of correcting any condition originating in his unit and threatening any other unit or any Common Elements, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements, in his unit or elsewhere in the property, or to correct any condition which violates the provisions of any mortgage covering another unit; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate whether the unit owner is present at the time or not.

24. ENCROACHMENTS: If any portions of the Common Elements shall actually encroach upon any unit, or any unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and units are shown by the surveys comprising the Plan, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective unit owners involved to the extent of such encroachments so long as the same shall exist.

IN WITNESS WHEREOF, intending to be legally bound, MT. WASHINGTON ASSOCIATES, a joint venture composed of Stanley Perlman and Rub-A-Dub-Dub, Inc., a Pennsylvania corporation, have caused the execution of this instrument the day and year first above written.

MT. WASHINGTON ASSOCIATES
/s/Stanley Perlman (SEAL)
Stanley Perlman
RUB-A-DUB-DUB, INC.

ATTEST:

/s/Lorraine A. Volquenne
Secretary

By /s/Marc Scoratow
President

Marilyn Perlman, wife of Stanley Perlman, hereby consents to and approves the foregoing Declaration of Condominium Ownership.

IN WITNESS WHEREOF, intending to be legally bound. Marilyn Perlman has hereunto set her hand and seal this 12th day of February, 1976. Sealed and delivered in the presence of

/s/James D. Quinn

/s/Marilyn Perlman (SEAL)

Marilyn Perlman

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this the 12th day of February, AD. 1976 before me Rosslyn Goldberg, the undersigned officer, personally appeared Stanley Perlman, an individual, one of the joint venturers, doing business as Mt. Washington Associates, a joint venture, and Marilyn Perlman, wife of Stanley Perlman, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

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

Rosslyn Goldberg

My commission expires

Notary Public

(Title of Officer)

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 12th day of February, AD. 1976 before me Rosslyn Goldberg, the undersigned officer, personally appeared Mark Scoratow who acknowledged himself to be the President of Rub-A-Dub-Dub. Inc., a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Rosslyn Goldberg

My commission expires

Notary Public

(Title of Officer)

EXHIBIT 2.A

**AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP
GOVERNING 1000 GRANDVIEW ASSOCIATION, INC.
A NON-PROFIT CORPORATION ORGANIZED
UNDER THE LAWS OF PENNSYLVANIA**

WHEREAS, a Declaration of Condominium Ownership, dated February 12, 1976, and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 5582, Page 173, was filed pursuant to the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963); and

WHEREAS, said Declaration of Condominium ownership allocated, by percentages, the undivided interest in the common elements assigned to each unit; and

WHEREAS, due to various modifications which have been made to the condominium property and as a result of a professional re-measurement of said property, it was determined that the percentages assigned in the original Declaration of Condominium Ownership are no longer accurate.

WITNESSETH That:

At a meeting of the Association of Unit Owners, After notice, held on November 13, 1990, it was unanimously approved that Exhibit 3-A to the Declaration of Condominium Ownership is amended to allocate the page of ownership in the Common Elements to the unit owners as set forth in the schedule attached hereto as Exhibit 3-B. Exhibit 3-B has been omitted from this Certification because it was restated by Exhibit 3-C.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____ day of _____, 199__.

BOARD OF DIRECTORS OF
1000 GRANDVIEW ASSOCIATION, INC.

CONDOWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ALLEGHENY

On this _____ day of _____, 199____, before me the undersigned Notary Public, in and for said Commonwealth and County, personally appeared

_____, 1000 GRANDVIEW ASSOCIATION, INC.

_____, the members of the Board of Directors of 1000 Grandview Association, Inc. 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 have hereunto set my hand and official seal.

Notary Public

EXHIBIT "A"

**1000 GRANDVIEW ASSOCIATION, INC.
PERCENTAGE OF OWNERSHIP
OF THE COMMON ELEMENTS**

<u>Unit</u>	<u>Unit Percentage</u>	<u>Parking Percentage</u>
101	.0145899	.0028692
102	.0104567	.0014346
103	.0127282	.0028692
104	.0084770	.0014346
105	.0120737	.0014346
106	.0149571	.0028692
201	.0146080	.0028692
202	.0086453	.0028692
203	.0081972	.0014346
204	.0117559	.0014346
205	.0107683	.0028692
206	.0112615	.0028692
301	.0176255	.0014346
302	.0102224	.0014346
303	.0135424	.0028692
304	.0103196	.0028692
305	.0124489	.0014346
306	.0122828	.0028692
401	.0161306	.0028692
402	.0087275	.0028692
403	.0111440	.0028692
404	.0087674	.0014346
405	.0107896	.0014346
406	.0112240	.0028692
501	.0145929	.0043038
502	.0101828	.0028692
503	.0122540	.0043038
504	.0102244	.0028692
505	.0124941	.0028692
506	.0125430	.0014346
601	.0130712	.0014346
602	.0086666	.0028692
603	.0086712	.0043038
604	.0098958	-0-
605	.0093620	.0014346
606	.0095258	.0028692
607	.0126429	.0028692

**1000 GRANDVIEW ASSOCIATION, INC.
PERCENTAGE OF OWNERSHIP
OF THE COMMON ELEMENTS**

<u>Unit</u>	<u>Unit Percentage</u>	<u>Parking Percentage</u>
701	.0117104	.0028692
702	.0085168	.0014346
703	.0094322	.0028692
704	.0090813	.0014346
705	.0094440	.0014346
706	.0095748	.0014346
707	.0127628	.0028692
801	.0116801	.0028692
802	.0085693	.0014346
803	.0093949	.0014346
804	.0090466	.0014346
805	.0094871	.0028692
806	.0100558	.0014346
807	.0127557	.0028692
901	.0115981	.0014346
902	.0084173	.0014346
903	.0093762	.0014346
904	.0084623	.0014346
905	.0087553	.0014346
906	.0087779	.0014346
907	.0103933	.0014346
1001	.0109939	.0028692
1002	.0091708	.0014346
1003	.0095294	.0028692
1101	.0109419	.0014346
1102	.0091744	.0028692
1103	.0094861	.0014346
1104	.0094967	.0028692
1105	.0093197	.0028692
1106	.0091830	.0
1107	.0078731	.0043038
1201	.0156166	.0028692
1202	.0148640	.0043038
1203	.0162777	.0028692
1204	.0164662	.0043038
1205	.0142495	.0028692
1206	.0142584	.0028692
1207	.0138663	.0028692
TOTALS	0.8339301	0.1735866