

D'ARLINGTON CONDOMINIUM DECLARATION

1. Submission of Property:

The undersigned, D'Arlington Associates, a Pennsylvania General Partnership, ("Declarant") intends to and does hereby submit the following described property ("Property") and buildings ("Buildings") to the provisions of the Act of the General Assembly of Pennsylvania of July 3, 1963, P.L. 196, known as the "Unit Property Act", ("Act") as the same is in force on the date hereof and as may hereafter be amended. Except as otherwise herein expressly provided, the terms used herein are as defined in the Act.

2. The Property:

The Property consists of a parcel of land situate in the 4th Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, more particularly described in Exhibit "A", attached hereto. The Building erected thereon will contain twelve (12) condominium units.

3. Name:

The name by which the Property will be known is "D'Arlington Condominiums". The name under which the business operation and affairs of the Property and the Unit Owners shall be managed on behalf of the Unit Owners is:

D'Arlington Condominium Owners' Association
a collectivity of unit
owners under the Pennsyl-
vania Unit Property Act

4. Declaration Plan:

The Property consists of Units and Common Elements shown on the Declaration Plan verified by Randall Korman, a Registered Architect, 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 in Section 6 hereof. The Declaration Plan is to be recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania, concurrently with the recordation hereof and of the Code of Regulations referred to below.

5. Description of Units and Common Elements, etc.:

(a) Dwelling Units:

Each Dwelling Unit is intended for independent residential use and consists of the following portions of a Building: the interior portion enclosed within walls, ceilings and floors, including all interior walls (except load bearing walls), ceilings and floors (i.e. all dry walls, plaster and lath, tile and other wall and ceiling covering and all floor covering), and such space underlying behind or above the same as is necessary for the use and enjoyment of each Unit for residential purposes, but excluding all pipes, ducts, wires, cables, conduits, and other elements specifically designated herein as Common Elements.

(b) Common Elements:

The Common Elements consist of the entire Property other than the Dwelling Units.

The Common Elements specifically include all main water and other utility lines, fuse boxes, circuit breakers, elevators, transformers, lighting and heating devices and floor covering in common hallways, pressure regulators, and similar devices, all television antennae and all attachments, accessories and parts thereof and all substitutions and replacements thereof.

(c) Easements:

All easements and rights described herein are easements appurtenant, running with the property, and shall inure to the benefit of and be binding upon the undersigned, their successors and assigns, and any owner, purchaser, mortgagee or other person having an interest in said Property or any part or portion thereof.

Each Unit shall have and be subject to an easement in common with all other Units 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, or located in that Unit and serving any other Unit.

Each Unit directly connecting or adjacent to a porch, deck, or patio (not to be construed as including any fire escape), shall have in its favor an exclusive easement for its use and enjoyment, and the other Units shall be subject to this exclusive easement.

Each Unit which has a fireplace shall have in its favor an exclusive easement for the use and enjoyment of the appurtenant chimney, and all the other Units shall be subject to this easement.

Each Unit shall have in its favor, 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. The Council shall have the right of access to each Unit as and to the extent set forth in the Code of Regulations.

(d) Maintenance and Replacement of Common Elements:

The maintenance and replacement of Common Elements as to which one Unit has an exclusive easement for use and enjoyment, to which the other Units are subject, shall be the sole responsibility of the owner of the Unit which holds the exclusive easement, unless otherwise provided in the Code of Regulations.

The maintenance and replacement of the balance of the Common Elements shall be carried out and paid for by the Unit owners in accordance with the provisions set forth in the Code of Regulations.

(e) Application of Act:

All present and future owners, lessees and occupants of Units shall be subject to, and shall comply with the provisions of the Act, this Declaration, the Declaration Plan, the Code of Regulations, and the Rules governing the details of the use of the Property, the Buildings and the use of the Common Elements duly adopted pursuant thereto, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Declaration Plan, the Code of Regulations and the Rules, are accepted and ratified by such owner, lessee, or occupant. All of such provisions shall 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 recited and stipulated at length in each and every deed, conveyance, or lease thereof.

6. Proportionate Undivided Interest in
Common Elements Assigned to Each Unit:

The undivided interest assigned to each Unit is set forth in Exhibit "B".

The aforesaid undivided interests, as the same may from time to time be amended, are referred to in this Declaration and in the Code of Regulations as the "Proportionate Interests".

The Proportionate Interests in the Common Elements may be altered by the recording of an amendment hereto duly executed by all Unit Owners affected thereby.

The Common Profits and Common Expenses shall be distributed among and shall be charged to the Unit Owners in accordance with the provisions of the Code of Regulations. Each Unit Owner shall be entitled to the same number of votes represented by his Unit's Proportionate Interest in the Common Elements, as set forth in Exhibit "B".

7. Use of Units:

Each of the Units is intended for independent use and shall be used only as a residence and for purposes incidental to such use, provided that when the Council, (as that term is defined by the Act) 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 use the Unit for other than residential purposes, or do or permit any act which would jeopardize the soundness or safety of the Property, the Buildings and other improvements or impair any easements or appurtenance or other right, without the unanimous consent of the Unit Owners affected thereby. 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.

8. The Names of the First Members of Council:

Marvin Resnick
G. Brinton Motheral, III
Rosslyn G. Elman

9. Partition of Common Elements and Units:

The Common Elements shall remain undivided and no Unit Owner may exempt himself from liability with respect to Common Expenses by waiver of the right to use any of the

Common Elements or by the abandonment of his Unit or otherwise. There shall be no partition or division of any part of the Common Elements or Units through judicial proceedings or otherwise except that a Unit held in joint tenancy or tenancy in common may be the subject of a voluntary or judicial partition.

10. Miscellaneous:

This Declaration shall become effective when it, the Declaration Plan and the Code of Regulations have been duly recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania, and shall remain from the provisions of the Act in accordance with the provisions of Section 601 of the Act.

11. Alteration of Units and Relocation of Boundaries:

(a) A Unit owner may, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any part of the condominium.

(b) The boundaries between adjoining Units may be relocated by an amendment to this declaration upon application to the Council of the Owners' Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their Units of their proportionate interest, the application must state the proposed reallocations. Unless the Council determines, within thirty (30) days, that the reallocations are unreasonable, the Owners' Association, by its Council, shall prepare, execute and record, an amendment that identifies the Units involved, states the reallocation, is executed by those Unit owners, contains words of conveyance between them, and, upon recordation, is indexed in the name of the grantor and the grantee. The Owners' Association, by its Council, shall prepare and record the plans necessary to show the altered boundaries between adjoining Units and their dimensions, the costs of document preparation and recording are to be borne

by the reallocating Unit owners.

Dated as of:

Declarant:

D'ARLINGTON ASSOCIATES,

By: _____
G. Brinton Motheral, III,
Partner

By: _____
Marvin Resnick, Partner

EXHIBIT "A"

ALL that certain lot or piece of ground situate in the Fourth Ward, City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, being a 12-Unit, 4-Story building, known as the D'Arlington, and numbered 504 North Neville Street, Pittsburgh, PA 15213, being bounded and described as follows:

BEGINNING at a point on the intersection of the center lines of Bayard and Neville Streets; thence along the center line of Bayard Street, South $68^{\circ}34'$ West, probably 135.50 feet to a point on said center line of Bayard Street; thence South $18^{\circ}36'$ East, 120.03 feet to a point on line of land now or late of Thomas Gamble,; thence along the line of said Thomas Gamble's land, North $68^{\circ}34'$ East, 135.50 feet to the said center line of Neville Street; thence by said center line of Neville Street North $18^{\circ}36'$ West, 120.03 feet to the point of intersection of center lines of said Bayard and Neville Streets, at the point and place of beginning.

BEING designated as Block 52E, Lot 73 in the Deed Registry Office of Allegheny County, Pennsylvania.

EXHIBIT B

D'ARLINGTON CONDOMINIUM
PROPORTIONATE INTEREST

| UNIT | INTEREST (%) |
|------|--------------|
| 1 | 8.33 |
| 2 | 8.33 |
| 3 | 8.33 |
| 4 | 8.33 |
| 5 | 8.33 |
| 6 | 8.33 |
| 7 | 8.33 |
| 9 | 8.33 |
| 10 | 8.33 |
| 11 | 8.35 |
| 12 | 8.35 |

A F F I D A V I T

COUNTY OF ALLEGHENY)
COMMONWEALTH OF PENNSYLVANIA)SS.

On this, the day of
1979, before me, a Notary Public, the undersigned officer,
personally appeared MARVIN RESNICK and G. BRINTON MOTHERAL,
III, Partners of D'Arlington Associates, a Pennsylvania
General Partnership, and the persons whose names are subscribed
to the within instrument and acknowledged that they executed
the same for the purposes therein contained, being duly
authorized to do so.

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

Notary Public

My Commission Expires:

ADDITION TO THE D'ARLINGTON CONDOMINIUM
CODE OF REGULATIONS

USES, PURPOSES AND RESTRICTIONS

1. No motorcycle, bicycle, automobile or other motor vehicle shall be parked on the common elements.
2. All trash, refuse and debris shall be placed only in designated trash receptacles. Unit owners or occupants will be responsible for removal of all such material to designated areas.
3. Unit owners shall not cause or permit anything to be hung, painted, or displayed on the outside of the windows or doors or on the outside walls of the building and no signs, awnings, canopy, shutter or radio or television antennas or wires shall be affixed or placed upon the exterior walls or roof of the building without the prior written consent of the Council.
4. Window dressings, such as draperies, blinds or curtains must show only solid neutral colors or linings to the exterior and must be installed on all windows of each unit and must be maintained at all times.
5. No animal of any kind other than dogs, cats and other common household pets shall be bred, raised or kept in any unit. Any such animal causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three days written notice from the Council. All household pets must be on a leash held by an adult when outside a unit. No more than one pet per unit shall be allowed.
6. No commercial, religious, educational or other organized activity may be conducted on any part of the property or in any unit which in any way affects the use or enjoyment of the common elements or any other unit. Specifically prohibited are activities which include the visitation of any particular unit for the above purposes.
7. Names placed on doors, mailboxes, or security system shall be done in a tasteful, typewritten manner except where the Council elects some other uniform manner of display.

COMMONS CHARGES

1. Commons charges shall be due and payable to the Treasurer by the 15th of the month in which incurred. A late charge of \$25.00 shall be imposed for any commons charges received after the 15th of the month, except that in any one calendar year one such late charge will be excused.

AMENDMENT TO THE DECLARATION OF D'ARLINGTON CONDOMINIUM ASSOCIATION, LOCATED IN THE FOURTH WARD OF THE CITY OF PITTSBURGH, PENNSYLVANIA

On the 3rd day of December, 2007, a meeting of the D'Arlington Condominium Association was held, and the following Amendment to the D'Arlington Declaration, was considered and duly adopted:

WHEREAS, the D'Arlington Condominium Association was enacted pursuant to the Unit Property Act of Pennsylvania (Act of July 3, 1963, P.L. 196) by a Declaration recorded in the Allegheny County Recorder of Deeds Office;

WHEREAS, the Council Members of the D'Arlington Condominium Association have determined that it is in the best interest of the Association to enact guidelines pertaining to the leasing of any Unit;

WHEREAS, the Council of the D'Arlington Condominium Association has drafted the within Amendment to achieve this purpose; and

WHEREAS, the within Amendment regulating leasing shall have no effect on any validly executed written Lease of a Unit in effect prior to the date of enactment of this Amendment. All such Units may continue to be leased until the expiration of said Lease, conditioned upon the production of a copy of said Lease(s) within fifteen (15) days of the recording of this Amendment.

NOW, THEREFORE, after obtaining an affirmative vote of a majority of the Unit Owners entitled to cast a vote, the D'Arlington Declaration is hereby amended as follows:

Filed at:
Book DE
Vol 13474
Page 496

James Edgar
4636 Bayard St, Apt 3
Pittsburgh, PA 15213

SECTION 1: The Declaration is amended by adding the following Section 7(a):

"7(a). Restrictions on Leasing. Council may enact reasonable Leasing Guidelines, from time to time, as they see fit."

SECTION 2: All remaining provisions of the D'Arlington Declaration shall remain in full force and effect. To the extent that any section, clause or part of this Amendment is found to be unconstitutional, illegal or invalid by a court of competent jurisdiction, it shall have no effect on or impair any of the remaining provisions of the Amendment.

CERTIFICATE

We, IVAN KOURTEV, the President of the D'arlington Condominium Association, and James Edgar the Secretary of the D'arlington Condominium Association hereby certify that the foregoing Amendment has been consented to by at least a majority of the Unit Owners entitled to cast a vote in the D'arlington Condominium Association.

Dated this 12th day of December, 2007.

Ivan Kourtev

President

James Edgar

Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 12th day of December, 2007, before me a Notary Public, the undersigned Officer personally appeared Ivan Kourtev and James Edgar, both known to me are 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. Witness my hand Notarial Seal.

Ida McCoy-Dausuel

Notary Public

Commonwealth of Pennsylvania

NOTARIAL SEAL
IDA MCCOY-DAUSUEL, NOTARY PUBLIC
CITY OF PITTSBURGH, COUNTY OF ALLEGHENY
MY COMMISSION EXPIRES JULY 6, 2010



Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-40257

Recorded On: December 21, 2007 As-Deed Agreement

Parties: DARLINGTON CONDO ASN

To DARLINGTON CONDO ASN

of Pages: 4

Comment: AMEND DECL CONDO

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

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

Leasing of Units

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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

File Information:

Record and Return To:

Document Number: 2007-40257
Receipt Number: 1051621
Recorded Date/Time: December 21, 2007 11:53:00A
Book-Vol/Pg: BK-DE VL-13474 PG-496
User / Station: D Dobbs - Cash Station 22

JAMES EDGAR
4636 BAYARD ST APT 3
PITTSBURGH PA 15213



Valerie McDonald-Roberts Recorder of Deeds

AMENDMENT TO THE DECLARATION OF D'ARLINGTON CONDOMINIUM ASSOCIATION, LOCATED IN THE FOURTH WARD OF THE CITY OF PITTSBURGH, PENNSYLVANIA

WHEREAS, the D'Arlington Condominium Association was enacted pursuant to the Unit Property Act of Pennsylvania, by a Declaration recorded in the Allegheny County Recorder of Deeds Office, at Deed Book Volume 6122, Page 251; and

WHEREAS, it has come to the attention of the Council Members of the D'Arlington Condominium Association that the current D'Arlington Declaration does not contain a provision which defines the procedure for amending the Declaration; and

WHEREAS, the Council of the D'Arlington Condominium Association has determined that in the performance of its duties, it is necessary to amend the D'Arlington Declaration to contain a provision as to the Amendment procedure; and

WHEREAS, the Council has received an opinion from independent legal counsel that the Declaration should include a provision which defines the procedure for amending the Declaration; and

WHEREAS, upon a recommendation from independent legal counsel that the Declaration should include Amendment procedures, the Council has prepared the within Amendment to achieve this purpose; and

WHEREAS, the Council has also received an opinion that in the absence of a provision providing the required number of affirmative votes to amend the Declaration, an affirmative vote of a majority of the Unit Owners entitled to cast a vote at the D'Arlington Condominium Association is necessary to duly adopt an Amendment to the Declaration; and

Filed at:
Book DE
Vol 13494
Page 492

James Edgar
4636 Bayard St, Apt 3
Pittsburgh, PA 15213

WHEREAS, a meeting was held on the 3d day of December, 2007, and the within Amendment to the D'Arlington Declaration was considered and duly adopted upon an affirmative vote of a majority of the Unit Owners entitled to cast a vote at the D'Arlington Condominium Association.

NOW, THEREFORE, after obtaining an affirmative vote of a majority of the Unit Owners entitled to cast a vote at the D'Arlington Condominium Association, the D'Arlington Declaration is hereby amended as follows:

SECTION 1: The Declaration is amended by adding a new paragraph 12 as follows:

"12. Amendment of the Declaration:

(a) Amendment procedure. Except as otherwise provided herein, or by the laws of the Commonwealth of Pennsylvania, the Declaration may be amended upon an affirmative vote of a majority of the Unit Owners entitled to cast a vote.

(b) Effective date. An Amendment to the Declaration is only effective upon recording."

SECTION 2: All remaining provisions of the D'Arlington Declaration shall remain in full force and effect.

CERTIFICATE

We, IVAN KOURTEV, the President of the D'arlington Condominium Association, and James Edgar, the Secretary of the D'arlington Condominium Association hereby certify that the foregoing Amendment has been consented to by at least a majority of the Unit Owners entitled to cast a vote in the D'arlington Condominium Association. Dated this 12 day of DECEMBER 2007.

Ivan Kourtev

President

James Edgar

Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 12th day of December, 2007, before me a Notary Public, the undersigned Officer personally appeared James Edgar and Ivan Kourtev, both known to me are 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.

Witness my hand Notarial Seal.

Ida McCoy-Dausuel
Notary Public

Commonwealth of Pennsylvania
NOTARIAL SEAL
IDA MCCOY-DAUSUEL, NOTARY PUBLIC
CITY OF PITTSBURGH, COUNTY OF ALLEGHENY
MY COMMISSION EXPIRES JULY 6, 2010



Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-40256

Recorded On: December 21, 2007 As-Deed Agreement

Parties: DARLINGTON CONDO ASN

To DARLINGTON CONDO ASN

of Pages: 4

Comment: AMEND DECL CONDO

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

*Procedure for
Amendments to
Declaration*

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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File Information:

Record and Return To:

Document Number: 2007-40256
Receipt Number: 1051621
Recorded Date/Time: December 21, 2007 11:53:00A
Book-Vol/Pg: BK-DE VL-13474 PG-492
User / Station: D Dobbs - Cash Station 22

JAMES EDGAR
4636 BAYARD ST APT 3
PITTSBURGH PA 15213



Valerie McDonald-Roberts Recorder of Deeds