

DECLARATION OF CONDOMINIUM OF GLASS LOFTS CONDOMINIUM

ARTICLE I SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. **FRIENDSHIP DEVELOPMENT ASSOCIATES, INC.**, a Pennsylvania nonprofit corporation ("Declarant"), as owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the 11th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, hereby submits the Real Estate, including and subject to all easements, rights and appurtenances thereunto belonging or pertaining and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (as the same may be amended from time to time, the "Act"), and hereby creates with respect to the Property a condominium, to be known as "**GLASS LOFTS CONDOMINIUM**" (the "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following easements and licenses, and the Real Estate is hereby submitted to the Act together with and/or subject thereto: See Exhibit "B" attached hereto and made a part hereof.

Section 1.3 Defined Terms.

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

1.3.2 The following terms may be used or defined in general terms in the Act and shall have specific meanings herein as follows:

"Act" means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (as the same maybe amended from time to time.

"Association" means the Unit Owners' Association of the Condominium and shall be known as the "Glass Lofts Condominium Association."

"Balcony" shall mean the outside balcony adjoining a Unit and having access solely from such Unit. Each Balcony shall be a part of the Unit from which access is so provided.

"Building(s)" means any building(s) included in the Property.

"Bylaws" means the document having that name and providing for the governance of the Association, pursuant to §3306 of the Act, as such document may be amended form time to time.

"Commercial Units" are those expressly designated as "Commercial Units" in this Declaration or in the Plats and Plans; there are three (3) types of Commercial Units designated herein and shown in the Plats and Plans: 1) "Commercial Restaurant" (1 Unit); 2) "Commercial Office" (1 Unit); and 3) "Commercial Studios" (4 Units).

"Common Elements" means all portions of the Condominium other than the Units.

"Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including General Common Expenses and Limited Common Expenses.

"Condominium" means the condominium described in Section 1.1 above.

"Condominium Documents" shall mean, collectively, this Declaration, including the Plats and Plans, the Bylaws and any Rules and Regulations, as the same may be amended from time to time.

"Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

"Declaration" means this document, as the same may be amended from time to time.

"Eligible Mortgage" means a mortgage, the name and address of the holder and servicer (if any) of which has been submitted to the Executive Board. The holder thereof may be referred to as the "Eligible Mortgagee".

"Environmental Laws" means all existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Property, pertaining to environmental matters, or regulating, prohibiting or otherwise, having to do with asbestos and all other toxic, radioactive, or toxic, hazardous wastes or materials including, but not limited to, (i) any asbestos or insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous substance, material or waste including defined as such in, or for the purposes of, the following, as each may be amended now or in the future, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any so-called state, or local "Superfund" or "Superlien" laws, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substance, material or waste (all the foregoing "Environmental Laws")

"Executive Board" means the Executive Board of the Association.

"Garage Limited Common Elements" means the interior space of the integral garages shown as Garage Limited Common Elements on the Plats and Plans. The Garage Limited Common Elements comprising the space within a separate integral garage is separately identified or numbered in the Plats and Plans.

"General Common Expenses" means Common Expenses other than Limited Common Expenses.

"Improvement" shall mean any improvement now or hereafter constituting a part of the Property.

"Limited Common Elements" generally means those parts of the Common Elements that are limited to and reserved for the use or benefit of fewer than all of the Unit Owners. Limited Common Elements, and categories thereof, are defined in the Act, this Declaration, and/or shown on the Plats and Plans. Limited Common Elements may be subsequently assigned to Units pursuant to this Declaration.

In addition to other Limited Common Elements provided for in the Act [including § 3314 (c)] or this Declaration, there are the following Limited Common Elements:

- 1) Limited Common Elements that are reserved for the exclusive use of any or all Residential Unit Owners, which are defined as "Limited Common Elements-Residential"
- 2) Limited Common Elements that are reserved for the exclusive use of any or all Commercial Unit Owners, which are defined as "Limited Common Elements-Commercial"

"Limited Common Elements-Residential" and "Limited Common Elements- Commercial" may each be divided into subcategories in this Declaration or the Plats and Plans.

"Limited Common Expenses" means the Common Expenses including as described as such in of the Act, or as may be modified by this Declaration, including incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to this Declaration, are to be proportionately assessed against the Units to which such Limited Common Elements are assigned or appurtenant.

"Manager" means the Person appointed by the Association or Executive Board hereunder as its agent to whom there has been a delegation of certain duties, powers, or functions of the Association.

"Material Improvement" shall have the meaning ascribed to such term in Section 5.3 of this Declaration.

"Monthly Assessment" means a Unit's individual share of the anticipated General Common Expenses and the Units total monthly Limited Common Expenses for each month of the Association's fiscal year as reflected in the Budget adopted by the Executive Board for such fiscal year.

"Percentage Interest" means the relative undivided ownership interest in the Common Elements appurtenant to each Unit, which is based upon the square footage of each Unit in relation to the square footage of all Units in the entire Condominium.

"Period of Declarant Control" means the period commencing on the date of the first conveyance of a Unit to a Person other than the Declarant and ending no later than as provided for under Article XIV hereof.

"Person" means any individual, tenancy by the entirety, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

"Plats and Plans" means the Plats and Plans recorded or to be recorded in the Department of Real Estate Records of Allegheny County, Pennsylvania, as Exhibit D hereof, which are hereby made a part hereof by reference thereto, as the same may be amended from time to time.

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

"Real Estate" means the real property described in the attached Exhibit A, including all improvements thereto.

"Requirements" shall mean all laws, statutes, regulations, ordinances, codes and orders applicable to any portion of the Property or the use thereof, and any Rules or Regulations or Amendments to this Declaration adopted by the Executive Board which are imposed in order to comply with any published requirements of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects, such as the Federal National Mortgage Association, or its successors [collectively "FNMA"], the Federal Home Loan Mortgage Corporation, or its successors [collectively "FHLMC"], or the Federal Housing Administration, or its successors [collectively "FHA"].

"Residential Units" are those expressly designated as "Residential Units" in this Declaration or in the Plats and Plans.

"Rules and Regulations" means the rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or portions of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws or both.

"Surface Space Parking Common Elements" means the nineteen(19) surface parking spaces shown on the Plats and Plans, and any subsequent additions thereto, and less any subtractions therefrom; they are part of the Common Elements.

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

"Unit Owner" or "Owner" means a Declarant who owns a Unit, or a Person to whom ownership of a Unit has been conveyed.

Section 1.4 Provisions of the Act. The Property will be a condominium created and operated under the Act. The provisions of the Act will apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the following: this Declaration, the Plats and Plans, or the Bylaws.

ARTICLE II
UNIT IDENTIFICATION; ALLOCATION OF PERCENTAGE INTERESTS,
COMMON EXPENSE LIABILITIES, VOTING AND PLATS AND PLANS

Section 2.1 Unit Identification. The Condominium consists of residential and commercial Units. There are a total twenty-four (24) Units, consisting of: Eighteen (18) Residential Units and Six (6) Commercial Units. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers, and the Percentage Interest appurtenant to each Unit.

Section 2.2 Percentage Interest. Percentage Interest shall mean the relative undivided ownership interest in the Common Elements appurtenant to each Unit. Percentage Interests are calculated and allocated to each of the Units, based on a formula of the ratio of the square-foot area of each Unit to the total square-foot area of all Units.

Section 2.3 Percentage Interests and Common Expense Liability. The Percentage Interest shall determine the undivided interest in the Common Elements and the relative share of General Common Expense liability appurtenant to each Unit.

Section 2.4 Voting. Each Unit in the Condominium shall be allocated ONE (1) vote in the Association, irrespective of its Percentage Interest, type of use or otherwise. Cumulative voting is prohibited. If two or more Units are physically joined together or combined pursuant to this Declaration and/or the Act, the joined Units shall thereupon have one (1) total vote in the Association.

Section 2.5 Plats and Plans: The Location and dimensions of the Buildings and the other structures and improvements comprising the Property and the Units, Common Elements and Limited Common Elements of the Condominium are described herein and/or shown on the Plats and Plans, being Exhibit D hereof.

ARTICLE III
UNIT BOUNDARIES

Section 3.1 Unit Boundaries. Unless otherwise designated herein, all portions of the Property located within the title lines ("boundaries") of a Unit are part of the Unit, unless excepted by this Declaration or by mandatory provisions of the Act. Each Unit consists of the space as shown on the Plats and Plans, and as further described as follows:

Section 3.2 Upper and Lower (Horizontal) Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

Upper Boundaries. For the interior portion of each Unit, the upper boundary of the Unit shall be, as shown on the Plats and Plans, the bottom-most surface of the concrete floor slab and/or metal tray above the Unit.

Lower Boundaries. For the interior portion of each Unit, the lower boundary of the Unit shall be the horizontal plane of the top surface of the structural (not finish or topping) concrete floor slab. For all Balconies, the upper boundary shall be the lower of: the concrete slab and/or metal tray or other bottom surface of any roof or other structure above such Balcony; if there is no roof or other structure above a Balcony, the upper boundary of the Balcony shall be a horizontal continuation of the plane of the upper boundary of the interior portion of the Unit. For all Balconies, the lower boundary shall be the top surface the concrete slab floor or the Balcony and any waterproofing material thereon.

Section 3.3 Vertical Boundaries. The vertical boundaries of the Unit are the vertical planes, extended to the intersections with the upper and lower boundaries of the Unit, formed by the Unit-side surface of the perimeter walls of the Unit, as shown on the Plats and Plans and as follows:

- (a) The plane of the Unit side surface of any steel studs or steel furring attached to the exterior masonry walls, to which the Unit drywall or other finishing material is attached;
- (b) The plane of the Unit side surface of any steel studs or furring attached to the interior masonry, to which the Unit drywall or other finishing material is attached;
- (c) The plane of the Unit side surface of any steel stud of a wall which divides the Unit from an adjacent Unit or exterior walls, adjacent corridor or otherwise, to which the Unit drywall or other finishing material is attached;
- (d) The plane of the Unit side surface of all exterior windows and doors. (Note that windows and doors are also part of the Unit.)
- (e) The Balcony (including its railings and door) are parts of the Unit. For all Balconies, the vertical boundaries shall be the Balcony side surface of all walls bordering such Balcony and the perimeter of the concrete slab constituting the Balcony floor, extending in vertical planes upward from the intersections of the lower boundary to the intersections with the upper boundary of such Balcony. The airspace on either side of the doors in the openings between the interior of a Unit and an appurtenant Balcony are part of the Unit, as is the door (including all glass).

Section 3.4 Additional Components of Units. Unless otherwise designated herein, all portions of the Property located within the Unit boundaries, including (by way of illustration and not limitation) the following, are part of the Unit, unless excepted by this Declaration or by mandatory provisions of the Act:

- (a) All doors (including exterior, Balcony, Commercial Studio garage-style doors and Unit interior doors) within or serving a single Unit, including all related fixtures (all door frames and hardware); unless prior written approval by the Executive Board is obtained, all exterior door locks, handles and related hardware, if replaced, must be replaced with hardware that matches the existing Condominium hardware; the lock must be compatible with Condominium master keys, if a master-key system is employed at the Condominium; if a master-key system is not employed at the Condominium, the Unit Owners must provide a matching key to the door to the Executive Board. Further, any side and/or frame of a door visible from outside the Unit must be of the same appearance as such doors of other Units of the Condominium, or must have prior written approval by the Executive Board to deviate therefrom.
- (b) All windows, including the window glass (including the interior and exterior surfaces of the glass), and including all related window fixtures (such as sills, frames and hardware); however, the outside window sills (except the Unit-side surface of such window sills) are Common Elements;
- (c) All partitions and walls that are wholly contained within the Unit boundary lines, including, without limitation, any hardware, electrical outlets and wiring, communication outlets and conduits, and other items and devices in such partitions and walls for the Unit (except to the extent otherwise expressly provided herein);
- (d) The air space enclosed within the Unit boundaries, except the air space displaced by structural members, or

by Common Elements such supporting walls by utility shafts or pipes or similar conduits within or passing through each Unit and by other Common Elements within each Unit, such as chutes, flues, ducts, wires, conduits, chases, and pipe runs that serve more than one Unit.

- (e) The full thickness of any finishing material, within the above boundaries, such as, without limitation, drywall, wall board, plaster, plasterboard, lath, furring, ceiling tiles, drop ceilings or similar materials, carpeting, padding, wood, tile, linoleum, topping or other finish flooring; the Unit also includes all finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, any other material constituting any part of the finished surface of such boundary and interior walls, ceilings or floors which are part of a Unit;
- (f) All plumbing and plumbing fixtures, laundry tubs, and their water and waste connections, which serve only such Unit;
- (g) Bathroom and kitchen exhaust grilles and registers which serve only that Unit;
- (h) All items of kitchen equipment such as refrigerators, ranges, microwave ovens, freezers, all built-in cabinets, cooking units, dishwashers and other appliances, and the portions of the water, waste, gas pipes and connections and electrical boxes, wiring, devices and connections, which serve only the Unit and which are located within the Unit, or within the interior wall or partition separating a Unit from any adjoining Unit or Common Element. However, this provision shall not be construed as granting any Unit Owner the right to operate any appliance in the Unit of such Unit Owner if such Unit Owner is obligated to obtain approval of such use by this Declaration, the Bylaws or the Rules and Regulations;
- (i) Lighting and other electrical devices, including, by way of illustration and not limitation, lighting devices and lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit;
- (j) Wires, cables, conduits, circuits, electrical panels, electrical outlets, devices and wiring, communication outlets and conduits, Unit utility closets and other items and devices and other electrical fixtures and related equipment transmitting electricity for lighting and power or transmitting electrical or communication signals (except to the extent otherwise specifically provided herein) which serve only such Unit;
- (k) Telephone, computer and television outlets, wires, cables and conduits serving only such Unit;
- (l) Medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories) and other items penetrating into or through Unit boundaries, whether or not located entirely within the boundaries of such Unit;
- (m) All water heaters, heat pumps, furnaces, A/C condenser (compressor), duct work and other HVAC systems or parts thereof for the exclusive use of that Unit, whether within or outside the respective Unit.
- (n) All other built-in and installed fixtures, appliances and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the specific utility serving the Unit.
- (q) All screens, shades, venetian blinds, drapery rods and fixtures and chandeliers.
- (r) If any chute, flue, pipe, duct, wire, cable, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a limited common element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the common elements is a part of the common elements.
- (s) To the extent not inconsistent with this Declaration, each Unit shall include the items within the boundaries of the Unit described in §3202 of the Act which are appurtenant to the Unit. The Executive Board shall have the sole authority, in the case of any ambiguity as to whether any property is part of a Unit or Common Elements, to resolve whether the property is part of the Unit, part of the Common Elements (and including whether it is a Limited Common Element and the Units to which it is appurtenant).

Section 3.5 Combination of Units, Boundaries; Subdivision and Conversion of Units.

- (a) **Combination of Units.** Subject to any rights of secured lenders set forth herein or in the Act, and subject to compliance with the requirements of Section 3.6 below, and subject to Sections 3213, 3214 and 3215 of the Act, if applicable and not inconsistent herewith, and subject to the approval of the Declarant of the Executive Board, which shall not be unreasonably withheld, two or more entire adjacent Units may be combined, provided that both of the combined Units are under common ownership at the time of effecting such combination. If two or more entire Units shall be so combined, they shall henceforth be deemed to be one Unit, with one (1) total vote in Association; the Percentage Interests in the Common Elements appurtenant to such Unit resulting from the combination shall be the sum of the respective Percentage Interests in the Common Elements appurtenant to each of the former Units that shall have been so combined. The Unit so combined shall have a boundary consisting of the combined boundaries of the former individual Units. The Executive Board or Declarant shall not be required to grant any consent or approval to the combination of a Unit with one or more other Units unless and until: (i) the Unit Owner with respect to the Units involved in such combination shall have executed such documentation, in recordable form, as the Executive Board may require, which shall provide for such combination and state the above requirements re Unit boundaries, Percentage Interests and voting regarding the Units so combined, (ii) if required by law or the Executive Board, such document shall have been duly and effectively recorded in the Real Estate Records Department of Allegheny County at the sole expense of the Unit Owner involved in such combination, and (iii) all costs of the Declarant and/or the Executive Board, including the

fees and costs of attorneys and other consultants in reviewing the plans and work of the Unit Owner, shall be assessed against the Unit Owner whose Units shall be involved in such combination, and shall be paid to the Declarant and/or the Executive Board when incurred and invoiced; and (iv) such combination and subdivision shall otherwise comply with all other provisions of the Act.

- (b) Subdivision of Units; Declarant Rights to Subdivide, Combine and Convert. Other than by Declarant, no Unit may be subdivided by any Unit Owner, except that (i): If permitted under the Act and other Requirements, and under compliance with the requirements of Section 3.8 below, Units previously combined from two or more Units may be divided into one or more separate Units of the same boundaries as those prior to combination, subject to a right of the Executive Board to impose reasonable conditions upon such division, including without limitation, any and all of the above requirements set forth above for combination of Units, and further subject to any requirement of the Executive Board requiring that, prior to any such subdivision, that one or more such Units be sold or divested by the Unit Owner, so that the Unit Owner does not violate any restrictions against ownership of more than one Unit in the Condominium which may in effect at the time (for example, in order to comply with FMAC, FNMA or FHA rules or other Requirements) ; and (ii) Declarant may, if permitted under the Act or other Requirements, combine or subdivide Units owned by it and not theretofore conveyed to a Person not deemed to be a Declarant under the Act, or convert any such Unit into two or more Units, Common Elements, or a combination of Units and Common Elements, or from a Commercial Unit to a Residential Unit or Units, or a combination of the foregoing.

Section 3.6 Alteration of Units. Any Unit Owner other than Declarant desiring to perform any combination of a Unit or subdivision of combined Units, or other construction on a Unit (an "Alteration") permitted hereby shall:

- (a) Refrain from making any Alteration that will impair or jeopardize the structural integrity of the Improvements or any mechanical, plumbing or electrical or other service system therein, adversely affect either the fire retardant or sound absorbent quality of the Improvements, lessen the support of any portion of the Improvements, or violate any applicable Requirements;
- (b) Not change the appearance of the Common Elements or vary from the current exterior appearance of other Units or from any other portion of the Condominium without the approval of the Executive Board;
- (c) Comply with all provisions of this Declaration, including §3.5 and Article V hereof, and all provisions of the Act, if applicable, including Sections 3213, 3214 and 3215 thereof, and the other Condominium Documents;
- (d) Obtain the approval of the Executive Board (which approval shall not be unreasonably withheld) prior to the commencement of any such Alteration; further, the Unit Owner shall reimburse the Executive Board for all reasonable costs and expenses associated therewith, including engineering and legal expenses, and pay all costs and expenses of the Declarant and/or the Executive Board, when incurred, including all the fees and costs of attorneys and other consultants incurred in reviewing the plans and work of the Unit Owner, and also in connection with the preparation, review, execution and any recording of any related amendment to this Declaration (including the Plats and Plans), which amendment shall be, when applicable, in recordable form and shall be recorded by the Association in accordance with the Act at the cost and expense of the Unit Owner.
- (e) Nothing shall be done or be permitted to be done which would jeopardize the soundness or safety of any of the Improvements or impair any easement therein without the consent of the Executive Board and Declarant (during the Period of Declarant Control) to such impairment.

ARTICLE IV

LIMITED COMMON ELEMENTS; ALLOCATION AND RESTRICTION OF LIMITED COMMON ELEMENTS

Section 4.1 Limited Common Elements; Allocation and Restriction of Limited Common Elements. Subject to the provisions of this Declaration, Limited Common Elements include those set forth in the Act, including §3202 (2) and (4) thereof. Additional Limited Common Elements are shown on the Plats and Plans or are described in this Declaration. Limited Common Elements include:

- (a) "Limited Common Elements-Residential." Limited Common Elements-Residential are available for use by or serve only Residential Unit Owners and are shown in the Plats and Plans. The following are Limited Common Elements-Residential:

1. Corridors, including the pedestrian bridge, and interior stairwells which solely access Residential Units.
2. The Elevator, which solely accesses Residential Units.
3. The Lobby serving the Residential Units.
4. The Residential Common Room.
5. Garage Limited Common Elements. "Garage Limited Common Elements" consist of the interior space and doors of the 12 integral garages shown on the Plats and Plans (the "Garage[s]"), including as identified in the Plats and Plans. The Garage Limited Common Elements consist of six double-garage spaces, each containing two individual Garages. Each of the Garages includes all mechanical items necessary for its operation, including all door, motor and track apparatus, and all related electrical and mechanical devices, all

electrical fixtures, bulbs and lights and any floor drain; some of the foregoing may be shared with the other Garage in the same space. The Garage Limited Common Elements are for a) the parking of properly registered and inspected motor vehicles, and b) the storage of personal property to the extent permitted and regulated under the conditions of applicable Rules and Regulations. The Garages may not be used for mechanical or other vehicle repairs, vehicle washing or any other purpose whatsoever. Further, the use of Garage Limited Common Elements cannot unreasonably interfere with, or unreasonably annoy, other Garage Unit Owners or other Unit Owners. Each Garage may not be initially assigned to a particular Unit Owner by Declarant. Declarant reserves the right, in its sole discretion, to make the initial assignment of each Garage to a Residential Unit Owner, as a Garage Limited Common Element appurtenant to the Residential Unit, for the exclusive use for such Unit. Until a Garage is assigned to a particular Unit, the Declarant reserves each unassigned Garage for Declarant's sole exclusive use, and Declarant shall have full, exclusive possession and control of the Garage, and may use it for any lawful purpose, including, without limitation, parking, vehicle and/or other storage. Until the Garage is assigned to a Unit Owner, the expenses thereof shall be deemed to be General Common Expenses. Other than as to Declarant, a Garage shall only be appurtenant to the Units of Residential Unit Owners, and are for the use of the Unit Owner. A Garage cannot be assigned or sublet by Unit Owners except as provided for herein: A Garage may be assigned by the Owner thereof, subject however to the restrictions that (i) a Unit Owner may only transfer any interest in a Garage to another Residential Unit Owner or to the purchaser of the Owner's Unit (i.e. other than as to Declarant, a Garage must always be appurtenant to a Unit and cannot exist independently of a Unit or be retained by a Unit Owner who no longer owns a Unit) (ii) the transferor and transferee of a Garage must comply with any applicable By-laws and Rules and Regulations. The transfer of Garage Limited Common Elements must be in writing, must be approved by the Executive Board, must be properly acknowledged and recorded by the Executive Board suitable for recording in the Department of Land Records of Allegheny County, and indexed in the name of the transferor and transferee, and the Condominium. The Unit Owners involved in the transfer shall reimburse the Executive Board in full forthwith for any and all reasonable expenses incurred in the review and the recording of the transfer. Repair, replacement and ordinary maintenance of mechanical systems and other matters specific to an individual Garage are the individual responsibility of the Unit Owner. If one or more of these systems is shared by more than one Garage Unit Owners; then the responsibility is joint and several as to the all such Owners, as to both maintenance responsibility and expense; however, each Owner is responsible to the others for damages or losses caused by that Unit Owner's negligent, reckless or intentional harm or damage to any part of the Garage Limited Common Elements belonging to another or shared. Mechanical systems include the opener, garage door and track, any electric light(s) and switch(es), and the floor drain branch. Any garage heaters installed by Declarant or the Executive Board for the purpose of protecting Common Elements, shall be considered General Common Elements, and the expense of operation, maintenance and replacement thereof shall be considered General Common Expenses

(b) "Limited Common Elements-Commercial." Limited Common Elements-Commercial are available for use by or serve only one or more Commercial Unit Owners that benefit thereby, and are shown in the Plats and Plans. Limited Common Elements-Commercial include the following:

- A. For the Commercial Restaurant Unit:
 - 1. The Restaurant Patio.
 - 2. The exterior walkway leading around the restaurant storefront and up to the door into room A-G02, not including the sidewalk.
- B. For the four Commercial Studios:
 - 1. Their common hallway, bathroom, common entry doors;
 - 2. Their electrical, mechanical and HVAC systems.
- C. For the Commercial Office: Entry vestibule and entry walkway.

ARTICLE V

UNIT, COMMON ELEMENT AND LIMITED COMMON ELEMENT CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES AND UNIT RECONSTRUCTION

Section 5.1 Initial and Subsequent Work. The provisions of this Article shall apply to all work performed by a Unit Owner (other than Declarant) or the Association, as applicable, but shall not apply to work performed by or through Declarant. No work in or on a Unit or otherwise at the Property will be carried out by a Unit Owner except in accordance with this Article.

Section 5.2 Unit Maintenance and Decoration Responsibilities. Each Unit Owner shall be responsible for and shall pay the cost of the maintenance, repair, decoration and replacement the Owner's Unit, or any portion thereof, and its furnishings and other contents.

(a) Maintenance, Repair and Replacement by Unit Owners. All maintenance, repair and replacement by Unit

Owners shall be in a manner which will not, in the sole opinion of the Executive Board, impair the structural integrity or the appearance of the Improvements visible from outside the Unit, or any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair, decoration or replacement by Unit Owners shall be, at a minimum, of a quality of materials and workmanship at least equal to that which are typically contained in the Improvements and are subject to the specifications and approval of the Executive Board.

(1) Various Unit Items, Service Lines and Facilities. Maintenance, repairs and replacements of flooring, trim, the refrigerators, ranges, and other kitchen appliances and lighting fixtures and facilities and bath fixtures and other appliances, equipment, vanities, mirrors, shelving and similar matters, including without limitation, all decorations, wall coverings and paint of any Unit, and all other parts of Units and Unit furnishings, shall be at the expense of such Unit Owner. All lines or facilities for the delivery of water, electricity, communication services, discharge of sewage and other utilities serving only a single Unit and/or a Limited Common Element appurtenant only to such Unit, shall be a Unit Owner expense.

(2) Windows. The windows of a Unit are part of the Unit. Each Unit Owner shall maintain the interior surfaces of the Unit in good condition at the Unit Owner's sole expense, and replace the windows when necessary. The interior surfaces of all windows forming part of the perimeter wall of a Unit and interior and exterior surfaces of all glass doors shall be cleaned or washed at the expense of each respective Unit Owner. The Association shall arrange for the periodic cleaning of the exterior surfaces of such windows, except that the exterior surfaces of all windows of a Unit accessible from its Balcony of a Unit safely without a ladder shall be cleaned or washed at the expense of each respective Unit Owner.

(3) Equipment, Fixtures, etc. Affecting Other Units To the extent that equipment, facilities and fixtures within a Unit shall be connected to equipment, facilities or fixtures affecting or serving one or more other Units or any of the Common Elements or any other portion of the Property, then the use thereof by the Unit Owners shall be subject to the control and regulation of the Association. The authorized representatives of the Executive Board or of any manager of the Building selected by the Executive Board shall be entitled to reasonable access to the Units as may be required in connection with maintenance, repairs, or replacements of any equipment, facilities or fixtures affecting or serving any other Unit, the Common Elements or any other portion of the Property.

(c) Decoration by Unit Owners; Association Approval of Draperies, Shades or Other Items Visible on the Exterior of the Improvements. Each Unit Owner shall furnish and be responsible for the care, replacement and maintenance of, at the sole expense of such Unit Owner, all of the decorations within such Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorations. Subject to any Rules and Regulations pertaining thereto, 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 Unit and shall have the right to decorate such interior surfaces from time to time as the Unit Owner may see fit and at the Unit Owner's sole expense. However, the use of and the covering of the interior surfaces of all windows, whether by draperies, shades or other items visible on the exterior of the Improvements, and the appearance of the Balconies, shall be subject to the reasonable control of the Association as set forth in this Declaration or any of the other Condominium Documents. (See also Section 8.3 Rules and Regulations hereof.)

Section 5.3 Material Improvements Etc. Any construction, alteration (including "Alterations" per Section 3.6 hereof), maintenance, repair or replacement which might affect (a) the structural integrity of any part of the Property; (b) the appearance of any portion of the Unit or any other part of the Property, including any Common Elements (including Limited Common Elements) visible from the interior or the exterior of any other Unit or Common Element, or (c) any mechanical, plumbing or electrical system outside the Unit (all the foregoing being a "Material Improvement") shall require written approval of the Executive Board as to materials and design. Further, any such undertaking which, in the opinion of the Executive Board, is inconsistent with the architectural design of the Improvements is prohibited. Each Unit Owner shall be required to repair or replace at such Unit Owner's sole expense any portion of the Unit of such Unit Owner which, if not repaired or replaced, would adversely affect the structural integrity or appearance of any portion of the Improvements or Common Elements or adversely affect another Unit or the use or enjoyment thereof in any manner. If a penetration of any part of the dry wall or other wall surface by a Unit Owner results in damage to any part of an electrical, mechanical, plumbing or other system or in damage of any other nature or adversely affects the Improvements' fire rating, it will be the responsibility of the Unit Owner to promptly correct the same and to pay any costs caused thereby or related thereto. At the discretion of the Executive Board, if a penetration of any part of the dry wall or other wall surface results in

an interference with the ability of the Association or its agent to have access to any of the Common Elements behind the dry wall or other wall surface, it shall be the responsibility of the Unit Owner to promptly remove the interference. All construction, maintenance, repair, alteration and replacement by or on behalf of a Unit Owner shall be performed in accordance with all Requirements and with a quality of materials and workmanship at least equal to that typically contained in the Improvements. If any Unit Owner shall fail to comply with any of the requirements of this Article, the Association may in its sole discretion make such repair or replacement and assess the expense thereof against such Unit Owner as a Special Assessment.

Section 5.4 Material Improvements - Plan Approval. Any Material Improvements shall be in accordance with this Article and all Requirements and shall be carried out pursuant to plans and specifications prepared by an architect or engineer licensed in Pennsylvania and submitted to the Executive Board for prior approval, said approval not to be unreasonably withheld or delayed.

Section 5.5 Other Requirements. As to any construction, repairs, replacement or maintenance by a Unit Owner, excepting periodic cleaning:

- (a) Any contractor to be used must be approved by the Executive Board. In deciding whether or not to approve such contractor, the Executive Board may consider, among other things, the financial responsibility and stability of the contractor and its ability and capability to work harmoniously with other contractors then working in the Improvements;
- (b) The Unit Owner shall, at the Unit Owner's expense, obtain all permits and licenses, including an occupancy permit if appropriate, necessary for any work and shall provide the Association with copies thereof. All contracts for which a mechanic's or materialmen's lien might be filed shall, to the extent permitted by applicable law, include a "no lien" agreement. Proof of filing such agreement, in such form and at such time to duly and effectively waive all mechanic's and materialmen's liens of such contractor and its subcontractors, shall be provided to the Association in advance of the commencement of any work, if permitted by applicable law, or as soon as possible thereafter if applicable law does not permit the filing of such waivers in advance of the commencement of such work. All work must comply with all other applicable Requirements;
- (c) All costs related to any Material Improvement or otherwise under this Article including as to the approval thereof by the Executive Board, including without limitation, the cost of architectural review, shall be paid by the Unit Owner. The Executive Board may require the posting of such deposit, surety bond or other financial security to cover such costs as it, in its sole reasonable discretion, deems necessary or appropriate;
- (d) The contractor shall provide evidence of general liability and worker's compensation insurance coverage, in form and substance acceptable to the Executive Board, in its sole reasonable discretion.

Section 5.6 Remedies. Upon failure of any Unit Owner to comply with any of the foregoing provisions, the Executive Board may, after notice to such Unit Owner, take such actions as it may reasonably elect to effect compliance with the foregoing, and may assess the cost of such actions against such Unit Owner. This Section shall not be deemed to limit any other remedy that the Executive Board may have.

Section 5.7 Consents and Approvals. Any consent or approval given by or on behalf of the Executive Board or the Association shall be solely for its own benefit and shall not constitute or be construed to be a representation, warranty or other assurance for the benefit of any Unit Owner or other Person as to quality, quantity, design, capacity, appropriateness, necessity, safety, operation or other matter whatsoever.

Section 5.8 Common Elements and Limited Common Elements. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 and §3314 of the Act, except as expressly set forth to the contrary herein. Decorations with respect to the Common Elements, exclusive of the Limited Common Elements, shall be furnished by the Association as part of the General Common Expenses, except as provided in Section 3314(c)(4) of the Act.

Except as set forth in this Article or otherwise in this Declaration, the operation, maintenance, repair, improvement and replacement of Common Elements shall be the responsibility of the Association. Maintenance, repairs and replacements of any lines or facilities for the delivery of water, electricity, communication services and other utilities to the Property and to any lines or facilities serving more than one Unit or a Unit and any Common Elements (other than a Limited Common Element appurtenant solely to such Unit) shall be furnished as part of the General Common Expenses, except as provided in Section 3314(c)(4) of the Act. However, each Unit Owner shall be responsible for and shall pay the cost of (a) All Common Expenses associated with the ordinary maintenance, cleanliness and repair and replacement of

a Limited Common Element, which shall be assessed as Limited Common Expenses against the Units to which such Limited Common Element was appurtenant at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units.

(a) Limited Common Elements-Residential Expenses are to be assessed against the Residential Unit Owners in proportion to the Percentage Interests of each such Unit Owner to the total Percentage Interests of all such Unit Owners, except as to Garage Limited Common Elements Limited Expenses, which are separately addressed below .

(b) Garage Limited Common Elements Limited Expenses shall be assessed against each Garage Limited Common Elements Owner in an amount proportional to the Limited Common Expenses incurred with respect to that Owners Garage Limited Common Element. (See also Article IV, above.)

(c) For each type of Commercial Limited Common Element, Commercial Limited Common Element Expenses shall be assessed against each such Unit Owner that has that type of Commercial Limited Common Elements appurtenant to the Owner's Unit, in proportion to the total Percentage Interests of all such Unit Owners which have that type of Commercial Limited Common Element.

ARTICLE VI EASEMENTS

Section 6.1 Additional Easements. In addition to and in supplementation of the easements provided for by the Act, including §§3216, 3217 and 3218, the following easements are hereby created without limitation on the foregoing; notwithstanding any other provisions of this Article VI, EASEMENTS, except in cases of necessity or emergency, any Person authorized by virtue of an easement set forth herein shall only upon reasonable notice enter a Unit and conduct authorized activities in the Unit; further, all entries and activities under such easement rights shall be conducted with reasonably minimal interference or interruption of the activities or operations of a Unit Owner, lessee or other authorized occupants of a Unit:

Section 6.2 Offices and Models. Declarant shall have the right to maintain sales and leasing offices, management offices and models throughout the Property. Declarant reserves the right to place one or more models, management offices and sales and leasing offices in any Unit it owns in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within any Unit it owns. Declarant shall have the right to remove any such models, management offices and/or sales offices from any Unit it owns at any time up to thirty (30) days after Declarant ceases to be a Unit Owner; Declarant shall also have the right to exclusively use and occupy Integral Garages, for storage and other uses, until all are assigned by Declarant to a Unit as an appurtenant part thereof.

Section 6.3 Signs. Declarant shall have the right to maintain on the Property, including in and on its Unit(s) and/or the Common Elements, such advertising signs, including for the sale or leasing of Units, as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental regulations. Declarant may from time to time relocate such advertising signs.

Section 6.4 Utility Easements. The Units and Common Elements shall be, and are hereby made, subject to easements in favor of the Declarant, the Association, its Executive Board, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of Declarant, the Association, its Executive Board, or the providing utility or service company, or governmental agency or authority, or their respective agents, employees, independent contractors or designees, to install, lay, use, maintain, repair, remove, relocate and replace, meters, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires, conduits and equipment, internet and/or television equipment, conduit and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents, and all other equipment and facilities related to any of the foregoing, over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, to the extent reasonably possible, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

The Units and Common Elements shall be, and are hereby, also made subject to easements in favor of the Declarant, the Association, its Executive Board, appropriate utility and service companies and governmental agencies or authorities and other Unit Owners for such access, ingress, regress and egress at all reasonable times, and in the event of emergencies, in the Common Elements and the Units

for the reading of all meters, and for the inspection, installation and repair of meters, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

Section 6.5 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected Property as closely to its original condition as practicable.

Section 6.6 Declarant's Miscellaneous Easements. Declarant reserves and shall have an easement, for itself, its successors, assigns, agents, independent contractors, designees, servants and employees, through the Units and the Common Elements for access and any other purposes necessary to develop, construct and/or complete any renovations or work to be performed by the Declarant. Also, Declarant reserves and shall have an easement and all rights on, for itself, its successors, assigns, agents, independent contractors, designees, servants and employees, over and under the Common Elements, for any and all purposes relating to the construction, development, leasing, marketing and sale of Units and improvements on the Property; this easement shall include the right to park motor vehicles, the right of vehicular and pedestrian ingress, egress and regress and the rights to engage in construction, development and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conducting of sales, leasing and management activities, the maintenance of offices and models and offices and the erection of directional and promotional signs.

Section 6.7 Easement for Support . To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and every other Unit, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit and the Common Elements.

Section 6.8 Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to a perpetual easement for the purpose of ingress, egress and regress in favor of the Unit Owners and their invitees, tenants and servants, the Association, the Executive Board and their agents, servants, employees, independent contractors, designees, invitees (i) for pedestrian traffic on, over, through and across sidewalks and walkways as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over through and across such portions of the Common Elements as may be from time to time paved and/or intended for such purposes.

Section 6.9 Inspection and Repair Easements. The Units and Common Elements shall be and are also hereby made subject to the following easements and rights of entry: In favor of the Association and Executive Board or its designees, for inspection of the Units, for the purpose of verifying of performance by Unit Owners of all items of improvement, maintenance and repair for which they are responsible, including for inspection of the condition of the Limited Common Elements and Common Elements situated in or accessible from such Unit, for detection, prevention and/or correction of emergency conditions in each Unit or casualties to such Limited Common Elements, Common Elements and/or Units, for repairing replacing and improving Limited Common Elements and Common Elements therein or elsewhere in any Building, to abate any violation of law, orders, rules or regulations, to correct any condition which violates the provisions of any mortgage and for such other purposes as may be reasonably required to carry out the duties of the Association or the Executive Board, it being understood and agreed that the Association, the Executive Board and its agents shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit. Upon request, or in conformity with Rules and Regulations, all Unit Owners shall provide an entrance key for the Owner's Unit(s) to be used for access when reasonably necessary by the Declarant or the Executive Board on behalf of the Association; the Declarant and the Executive Board shall keep the keys in a secure location in order to prevent their use for any purpose other than those permitted by this Declaration.

Section 6.10 Unit Owner Easement for Water and Sewer Pipes and Electrical Lines, HVAC Etc. An easement benefitting each respective Unit exists over, under or upon the Common Elements (including Limited Common Elements) and the other Units to the extent that any water, sewer pipes and electrical

lines HVAC or other equipment, wires, lines, pipes ducts or other items serving the respective Unit are presently located over, under or upon the said Common Elements and/or any other Unit(s); this easement also includes the right to access over the affected said Common Elements and Unit(s) for inspection, repair, maintenance, relocation and replacement in regard to any of the foregoing equipment and items, to the extent reasonably necessary.

Section 6.11 Easements in Favor of the Units, Association Etc. The Common Elements (including, but not limited to, the Limited Common Elements) are hereby made subject to the following easements in favor of the Units benefitted thereby and the Association and its agents, employees, and independent contractors:

- (a) For the installation, repair, maintenance, use, removal, and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables, boxes and related equipment and all other utility lines and conduits that are a part of or exclusively serve a single Unit and that pass across or through a portion of the Common Elements;
- (b) For driving and removing nails, screws, bolts, and the like into the Unit-side surface of walls, ceilings, and floors that are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building; and
- (c) For the maintenance of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles, and similar fixtures that serve only one Unit, but that lawfully encroach into any part of any Common Element or Limited Common Element.

ARTICLE VII AMENDMENT OF DECLARATION

Section 7.1 Amendment Generally. This Declaration may be amended in accordance with the procedures and for all the reasons specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration. Despite any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing, or inconsistent with any other provisions thereof (including, by way of illustration, changes required to comply with the Americans with Disabilities Act), or if such amendment is necessary to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominium projects (such as the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration), then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this will be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board. Such foregoing amendments may, without limitation, include restrictions on the number of Units which may be owned by one Person, and restrictions on the number of Units which may be leased and/or occupied by a non-Unit-Owner in the Condominium.

Section 7.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement to conform to the requirements of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as the Federal National Mortgage Association, or its successors [collectively "FNMA"], of the Federal Home Loan Mortgage Corporation, or its successors [collectively "FHLMC"]), or of the Federal Housing Administration, or its successors [collectively "FHA"] with respect to approval of amendments to the Declaration by holders of mortgages on Units may be complied with if, at the time such amendment is submitted to the Unit Owners or Executive Board for their approval, one or more mortgages on Units is held by whichever of FNMA, FHLMC, FHA, or similar agency or entity, imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement. (See also Section 10.2 hereof.)

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

A. Commercial Units, Generally - Commercial Units, including the Restaurant Commercial Unit, the Office Commercial Unit, and the four Commercial Studio Units, may be used for legally permitted commercial purposes, permitted by this Declaration, and may not be used for any other purposes, and must be maintained in a manner consistent with such use and in accordance with all applicable laws. The Commercial Units may also be used for accessory uses that are customarily incidental to such use, provided that any such use conforms with the applicable zoning regulations of the City of Pittsburgh, as they may be amended from time to time; the Commercial Units may not be used for residential or dwelling purposes of any kind.

B. Mixed Use Environment - Notwithstanding the restrictions herein on uses applicable to Commercial Unit Owners, the Residential Unit Owners, their tenants, guests and other residential occupants, recognize and are subject to the understanding that the Condominium is a mixed-use environment situated in an urban area and that the Residential Units will be subject to reasonable levels of sound and scents typical to the retail and commercial activities in and around the Commercial Units.

C. Residential Units, Generally - The Residential Units in the Condominium are restricted to residential use only and may not be used for any other purposes. Without limitation of the foregoing, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted in or on any Residential Unit or any Limited Common Element appurtenant to any Residential Unit. However, Residential Units may also be used for accessory uses that are customarily incidental to the residential use, provided that any such use conforms with the applicable zoning regulations of the City of Pittsburgh, as they may be amended from time to time, including, without limitation, the use of the Residential Unit as a home office. Notwithstanding the foregoing, no such use may permit the operation of any commercial or professional activity or business in or from the Residential Unit that involves patients, clients, customers, or other business invitees or licensees coming into and out of the Building or inventory being brought in and out of the Building. No Residential Unit Owner may permit the related Residential Unit to be used or occupied for any prohibited purpose. No Residential Unit shall be occupied by more persons than 2 persons per bedroom.

D. Use and Occupancy Restrictions - All Units - Certain Use and Occupancy Restrictions of Units and Common Elements: Except as specifically excepted herein, the following restrictions shall apply to all Units of the Condominium:

(1) **Authority over Common Elements -** All Common Elements shall be limited to such uses and purposes as authorized by the Executive Board, subject to the provisions of this Declaration and applicable rules, regulations and laws. The Executive Board retains exclusive control of the exterior walls and roof of the Building.

(2) **Exterior of Condominium, Generally -** No Unit Owners, occupants, lessees or any other persons shall cause or permit anything to be hung or displayed on the outside or inside surfaces of windows or placed on the outside walls or the Buildings or otherwise on the Property without the prior written consent of the Executive Board, or as otherwise provided for herein (such as approved window coverings, see below). Unit Owners must not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or in the Common Elements, except as permitted in writing by the Executive Board, and no sign, awning, canopy, shutter, appliance, radio or television or cable antenna, or other telecommunications receiving or transmission equipment may be affixed to or placed in any window or upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board.

(3) **Signs, Displays Etc.**

(a) **Signs, Displays Etc. Generally -** No signs, including without limitation for-sale signs, advertising,

promotions, banners, pennants, flashing lights, steady lights, posters, pictures, writings, artwork or other displays shall be posted on, attached to, or otherwise displayed on any part of the Property, including on any Unit or in a Unit but visible from outside a Unit, or in or on the Common Elements, including any Limited Common Elements, or any portion thereof, except Unit Number or address signs as installed or approved by the Executive Board, and such other signs, advertising or other displays as approved by the Executive Board. However, American flags will be permitted to be flown or hung on the appropriate state or federal holidays; electric lights of a holiday nature will be permitted to be displayed and used during the year-end holiday season, so long as the light levels do not unreasonably disturb other residents of the Condominium, and so long as they are removed by the end of the first week of January.

(b) Commercial Signs - Notwithstanding (2)(a), above, conditional on the prior written permission and conditions of the Executive Board, a Commercial Unit Owner may place a sign upon the facade of the Building, in an approved area: said sign must comport with the architectural and esthetic standards, design and style of the Building, and must not emit light as to annoy or disturb unreasonably occupants of other Units. Among other requirements, Commercial Unit signs must be solely for the purposes of identifying and/or advertising its business; said sign or signs must also be in conformity with all applicable laws, ordinances and regulations.

(c) Declarant Signs - Notwithstanding (2)(a), above, the right is reserved by Declarant and its agents to place "For Sale" and "For Rent" signs on any unsold or unoccupied Units and on any part of the Common Elements.

(4) Exterior Installations and Objects Visible from the Exterior of the Condominium -

(a) Hanging Objects, Vents Etc. - There shall be no hanging and/or drying of clothes, towels, laundry, carpets, clotheslines or any other similar items on, in, from or above any Balcony, patio, window or any portion of the Common Elements, including any Limited Common Elements, or outside a Unit or any other parts of the Property without the prior written consent of the Executive Board. No air conditioner equipment or vents, exhaust fans or vents or other devices than those initially installed may be installed without the prior written consent of the Executive Board. Except as specifically permitted in this Declaration, no Unit Owner may erect, install, or place any awnings, canopies, shutters, signs, flags, flashing lights, wires, exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), clothes, or any other object, upon the exterior walls of any Unit or otherwise anywhere on or in the Common Elements, including the Limited Common Elements,, without the prior written consent of the Executive Board; provided however, in the case of such requests are from the Owners or lessees of Commercial Units, the prior written consent of the Executive Board shall not be unreasonably denied, although the Executive Board retains its right to make its approval subject to reasonable restrictions, conditions and time limits.

(b) Drapes, Shades Etc. - Drapes, curtains, shades, and other window coverings may be hung on the interior of the windows of the Units. Any drapes, curtains, shades, or other window coverings that are visible from the outside of the Unit must meet standards of consistency or appropriateness as determined by the Executive Board, such determination to be provided to any Unit Owner in writing upon request. Any window coverings deemed inconsistent or inappropriate must be removed by the Unit Owner at the Unit Owner's expense.

(c) Exterior Lighting - Any exterior lighting installed on the Units or Limited Common Elements must either be indirect or of such controlled focus and intensity that it does not unreasonably disturb the residents of the Property. The source of illumination must be shielded so as not to be visible from any location off the Unit. Except for exterior lighting installed by the Declarant as part of the lighting package provided by it to Unit Owners, no exterior lighting may be installed by Unit Owners.

(d) Mailboxes - No mailbox and no newspaper tubes or other items may be placed or erected on or near any Unit. Only the group mailboxes supplied by the Declarant, or replacement mailboxes supplied by the Association, and located on the Common Elements, will be permitted on the condominium.

(e) Structures - No used, previously created, or temporary house structure or house trailer, and no temporary, nonpermanent outbuilding including, but not limited to, storage sheds, may ever be placed,

erected, or allowed to remain on the Units, Limited Common Elements, or Common Elements, except by the Declarant or during construction activities approved as provided in this Declaration.

(c) Hot Tubs; Water Beds and Other Liquid-Filled Furniture - No outdoor hot tubs are allowed on any Unit or Limited Common Element. No water beds or other furniture filled with water or other liquid or semi-liquid substance shall be installed or used in any Unit, without adequate spillage or leak containment apparatus being installed to prevent water damage.

(d) Grills - Cooking or grilling may only be done on any Balcony by use of a propane gas grill, subject to any applicable law, ordinance or governmental rule, regulation, order or fire code. No charcoal cooking or grilling may be done on any Balcony, except as specifically permitted by the Executive Board.

(e) Balconies and Patios - Unit Owners attach or affix any devices or other items to Balconies or patios, or paint or otherwise alter the appearance of their balconies or patios without the prior written approval of the Executive Board, which will not be unreasonably denied. All structural maintenance and repairs to balconies or patios must be performed by the Association, unless otherwise agreed to by the Executive Board. Unit Owners are responsible for maintaining their balcony or patio in a clean and neat manner.

(f) Pools - No pools of any kind or playground equipment may be erected, constructed, placed, located, or maintained in or on any Unit, Common Element, or Limited Common Element, unless approved in advance in writing by the Executive Board.

(g) Overweight Conditions. - No Unit Owner, lessee or other person shall cause or permit any heavy objects or concentration of weight anywhere on the Property, including any of the Common Elements, including without the limitation, the Limited Common Elements, the Units, which would threaten the integrity of or otherwise threaten damage to any part or element of the Property.

(h) Wires, Lines, Cables - Except as specifically allowed elsewhere in this Declaration, no wires, lines or cables, including, but not limited to, electrical, strings of lights or banners (electrical or otherwise), telephone, and television cable wires shall be installed, hung, laid, placed or strung anywhere on the Property, including without limitation the Common Elements (including Limited Common Elements), visible outside of a Unit by any person or entity. Except as specifically allowed elsewhere in this Declaration, any exterior wires must be buried beneath the ground. The Executive Board, however, have the power to waive this restriction regarding which waiver will not be unreasonably withheld in appropriate circumstances. Any such waiver must be in writing and, if necessary, approved by the City of Pittsburgh or other appropriate authorities and insurers.

(i) Antennae, Dishes - No exterior radio antennae, television antennae, satellite dishes, or other signal receptors of any type may be erected or maintained anywhere on the Common Elements, without Declarant or Executive Board prior approval, and subject to any conditions placed by the Declarant or Executive Board, unless otherwise mandated by applicable Requirements, including FCC Regulations. An antenna or dish permitted hereunder may be installed on the roof, as long as the antenna or dish does not extend beyond or hang over the roof, and no wires or cables are visible from the antenna or dish to the Unit. Any signal receptors installed in a Unit or Limited Common Element will be subject to the following restrictions 1)subject to any additional requirements or restrictions of the FCC and rights granted by the FCC or any other applicable governmental agency; and 2)unless otherwise approved by the Declarant or Executive Board, subject to any conditions placed by the Declarant or Executive Board:

- (A) Only one antenna or satellite dish will be permitted per Unit;
- (B) No satellite dish may be greater than one meter in diameter;
- (C) No antenna or satellite dish may be installed anywhere other than on the roof. Unit. No antenna or satellite dish may be installed on the Common Elements, such as the exterior of any Unit;
- (D) No antenna or satellite dish may be installed on the front of the Building or so as to be visible from the front of the Building;
- (E) Any external installation must be colored to match the surrounding or background structure; and
- (F) Any such structure must be installed and kept in compliance with all applicable laws and codes and kept in good repair. It cannot damage or threaten to damage any structural or water proofing part of the Building, or otherwise compromise any other parts of the Building.

The Executive Board has the right to establish additional rules and regulations as to locations, installation and screening of any externally placed signal receptor not in conflict with FCC regulations.

(j) Construction Materials - Except for building materials and equipment of the Declarant, without the permission of the Executive Board, no building materials or equipment of any kind or character may be placed or stored outside of the Units, or on the Limited Common Elements. If building materials or equipment are approved to be placed in or around the Units in connection with such approved construction, that construction must be promptly commenced and completed with reasonable speed.

5. Appearance of Exterior of Common Elements and Exterior of Units - No one shall change the color, design or style of any exterior portion of the Condominium, including any Unit or Common Element, without the prior consent of the Executive Board. Such forbidden changes include, but are not limited to doors (including hallway doors), windows and trim. The Executive Board's permission, which may be denied for any reason, may be conditioned upon, among other things, submission of plans and specifications for review by the Executive Board, architects, and/or engineers and/or other professionals, including attorneys, and compliance with the Rules and Regulations and all applicable laws; if so, the applicant must agree to reimbursing the Executive Board for all resulting fees, costs and other expenses. If any Unit Owner and/or anyone else does change the color, design, style or appearance of any exterior portion of the Condominium without such consent, including of any Unit or Common Element, then such person shall at such Unit Owner's or other person's sole cost shall immediately restore the changed portion back to its original condition; if such person(s) fail(s) to do, so the Executive Board in its sole discretion may do so, at the expense of the responsible party(ies).

6. Animal Restrictions - No Unit Owner shall keep or harbor any animals on the Property, except as permitted by this Declaration, the Rules and Regulations, or with the written consent of the Executive Board. No pet shall be maintained or harbored within a Unit so as to create a nuisance to any other Unit Owner. A determination by the Executive Board that a pet creates a nuisance to any other Unit Owner shall be conclusive and binding upon all parties. Upon such a determination, said pet must be immediately removed from the Unit and the other portions of the condominium. No animals permitted under this Section may be kept for commercial or breeding purposes. All dogs and cats must be registered with the Association and licensed by the appropriate governmental authorities, as applicable. It shall be the duty of a Unit Owner to supply the Executive Board on an annual basis with a Certificate of Vaccination from a qualified veterinarian for each dog or cat owned by the Unit Owner as permitted hereunder, certifying that such animal has had administered to it the inoculations which the Executive Board, in its sole discretion, deems necessary, including, by way of example, vaccinations to prevent rabies and distemper. In the event such pet is not so vaccinated, the Unit Owner shall indemnify and hold the Association harmless from any liability or damage to persons or Property arising as a result of said failure to vaccinate; further, the Executive Board may order that any such unvaccinated animal be immediately removed from the Unit and the Property. Animals belonging to Unit Owners, occupants, or their tenants or invitees within the Property must be confined within an Owner's Unit or be under the direct control of a person capable of controlling the animal. No animal will be permitted outside the Unit of a Unit Owner except on a leash or in a cage, unless the Declarant has provided a specific area in which animals are allowed otherwise. Any Unit Owner will be absolutely liable to other Unit Owners, their families, guests, tenants, and invitees, for any unreasonable noise or damage to person or Property caused by any animals brought or kept upon the Property by a Unit Owner or by members of his or her family, tenants, or guests. It is the absolute duty and responsibility of each Unit Owner to clean up after such animals that have used any portion of the open space areas. No private doghouse, kennel, or other structure to house animals will be permitted on the Property. No other animals are permitted in the Units or on any other portion of the Property.

7. Quiet Enjoyment, Nuisance - The Units and/or Common Elements shall not be used or occupied in any manner offensive, noxious or objectionable, including without limitation, by reason of noise, odors or vibrations. No noxious or offensive activity may be carried on by any person or entity in, on, or about the Unit, Limited Common Element, or Common Element, nor may anything be done or permitted to be done that would constitute or create a public nuisance thereon or therein, and no use or practice shall be permitted in or on the Property which is a source of annoyance to any Unit Owner or the tenant of any Unit Owner, or which unreasonably interferes with the peaceful possession and proper use of all or any part of the Property by any Unit Owners or the tenant of any Unit Owner. At no time hereafter may any Unit Owner, his or her family, guests, invitees, or lessees, use any object or thing that creates noise, smoke, odor, soot, or vibrations in such manner as to disturb any other Unit Owner or lawful user of the Common Elements. The Executive Board has the right to determine in accordance with the Bylaws and any Rules and Regulations if any such noise, smoke, odor, soot, or vibration, or any activity producing such outcome, constitutes a nuisance. No Unit Owner may permit any noxious or offensive activity to be carried on by any

person or entity in, on, or about the Unit or permit anything to be done therein or thereon that would constitute or create a public nuisance. No Owner may permit anything to be done or kept in the Unit or the Property that would increase the rate of insurance on the Unit or that would obstruct or interfere with the rights of the Owner of any other Unit.

(a) Excessive Sound, Noise -

1) No Unit Owner, tenant or other person in or on the condominium Property shall cause or permit the playing of any radio, TV, stereo, musical instrument or other sound emitting device, or cause or permit any live performance, in such a manner as to annoy or disturb any other Unit Owner or occupant. Provided however, the Executive Board may in its reasonable discretion allow occasional events that generate louder than normal sounds and light, in keeping with the mixed use and urban environment of the condominium.

2) No Unit Owner tenant or other person in or on the condominium Property shall generate or permit the generation of noises or sounds of any kind which transmit through the walls, floors or ceilings of the Unit to other Units so as to disturb other Unit Owners or other occupants of other Units; If a Unit Owner continues to disturb other Unit Owners or other occupants of other Units despite requests to quit, the Executive Board may, among any other legal or equitable remedies, require the Unit Owner to install sound retarding or dampening materials, such as carpets, padding or the like.

(b) Machines - The Executive Board shall have the right to reasonably restrict the installation of any machine or device if such machine transmits any vibrations, noise, cold or heat, moisture, offensive gases or smells, to another Unit, or to Building structures or to the Common Elements; the Executive Board may require the machines or devices be placed in settings of rubber, springs, or other dampening devices sufficient to eliminate such transmission.

8. Overload; Improper Connection - No Unit Owner, lessee or other person shall cause or permit the overload of any electric wiring or any other system or any device, machine, equipment or other element. Nor shall any Unit Owner cause or permit any machine, equipment or device to be connected to the electrical or plumbing systems anywhere in a Unit or otherwise in or on the Condominium, other than by qualified personnel, and only with all required permits and inspections.

9. Obstruction of Common Elements, Parking, Certain Vehicles - There shall be no obstruction of the Common Elements, and, except for parking in the garages, or in conformity with applicable Rules and Regulations, at marked parking areas specifically permitting, nothing shall be parked, in or on any Common Elements, including without limitation, any automobiles, trucks, boats or trailers, nor shall there be any playing in or lounging in the Common Elements (other than in the respective Limited Common Elements benefitting that Unit Owner or occupant or guest thereof), without the prior written consent of, and subject to the rules and regulations of, the Executive Board. Without limitation of the foregoing, there shall be no outside storage upon any Limited Common or any other Common Element of any automobile, truck, tractor, mobile home, camper, boat or other device or thing of any kind, unless approved by the Board in Rules and Regulations hereinafter enacted. No Owners, tenants or other persons shall repair or restore any vehicle of any kind upon the Property, including in or on any Unit any Limited Common or other Common Elements. In addition to the foregoing, the Board shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on the Property. Provided however, during construction, repairs or maintenance, the Declarant, or others doing work authorized by Declarant or the Executive Board, shall have the right to park commercial vehicles in the open. Further, tradesmen servicing the Units or the Common Elements may park in the open in areas designated by the Declarant or the Executive Board, during the course of the rendering of services by the tradesmen.

No motorcycles, motorbikes, go-karts, snowmobiles or similar motor-powered vehicles shall be operated on any portion of the Common Elements. Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit the reasonable operation of licensed vehicles to and from the Property to the roadways serving the Property.

No Unit Owner shall block, or permit any guest, licensee or invitee to block access to any driveway or garage of another Unit Owner.

10. Increase in Insurance Expense - Nothing shall be done or kept in any Unit or in the Limited Common Elements or other Common Elements, which will increase the rate of insurance, maintained by the Executive Board on the Property, without the prior written consent of the Executive Board, which consent

may be withheld at its reasonable discretion, and may be conditioned upon the Unit Owner bearing the full amount of such increase; further, nothing shall be done or kept in any Unit or in the Common Elements which will be in conflict with, or will result in the cancellation of, any insurance.

11. Guests - Guests and visitors shall be admitted to the Property in strict conformance with Rules and Regulations relating to guests and visitors.
12. Children - Children shall use the Common Elements in strict conformance with any applicable Rules and Regulations relating to children.
13. Refuse, Trash, Hazardous Materials - No refuse, trash or hazardous materials shall be kept, stored or allowed to accumulate in any Unit, or the Common Elements. Trash, garbage or other waste shall not be kept except in sanitary containers, which shall be kept in a clean and sanitary condition, and kept from view of other Unit Owners. Trash must be put out for pickup at the times and in the manner determined by the Association. No Unit Owner or occupant shall use, store or dispose of any of the following in, on, under or about a Unit, the Common Elements or any portion of the Building or the Property: kerosene, gasoline or other combustible fluids or materials; any hazardous, toxic, or radioactive materials or supplies; any foul, or noxious gases or other substances. Notwithstanding the foregoing, as to the Commercial Units, the owner or occupant thereof may store and maintain in a safe manner reasonable and customary levels of inventory and supplies applicable to its lawful and permitted business on the premises.
14. Drainage - Unit Owners must not interfere with or block any drainage systems established within the Property.
15. Compliance with Law - Each Unit Owner and occupant shall comply with all applicable laws, statutes, ordinances, and regulations in connection with the ownership, use and operation of their respective Unit. No Unit Owner or occupant shall permit anything to be done or be kept in the Owner's or occupant's Unit or in or on the Common Elements, which will violate any applicable law, statute, ordinance, or regulation. Each Unit Owner and other occupants shall comply with all federal, state and local statutes, ordinances, regulations and other rules pertaining to hazardous substances, wastes and materials (including the Environmental Laws defined herein). No Unit Owner shall use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on under or about a Unit or the Common Elements, any hazardous materials contrary to the said Environmental Laws or otherwise. No waste shall be committed in or on any Units or the Common Elements.
16. Units and Limited Common Elements to be Kept in Good Repair - Unit Owners shall be responsible at their own expense for maintaining their Units, and any Limited Common Elements serving such Unit, in good order and repair, and in a safe and clean condition. Unit Owners shall clean the exterior of any windows serving such Unit for which they are responsible to clean, and any glass door which is a part of the Unit, and to replace any broken or cracked glass doors, or broken or cracked panes in any window serving such Unit as soon as reasonably possible; provided however, if the cleaning of the exterior or windows which are not accessible from inside the Unit with a stepladder which elevates accessible height greater no more than thirty-six inches, or not accessible from the Balcony, shall be the responsibility of the Association, and shall be charged to the Unit Owner of such window(s).
17. Unit Temperature. - Every Unit Owner shall at all times maintain, or cause to be maintained, a sufficient temperature throughout the Unit Owner's Unit, so as to prevent the possibility of damage to water, plumbing and other systems due to freezing. The Executive Board may require specific minimum temperatures for all or various Units, either by written notice to affected Unit Owners, or by the issuance of Rules and Regulations regarding thereto.
18. Fire Code and Other Maximum Occupancy Limitations; Congregations of Guests and Other Persons in Common Elements. - The number of persons in or at a Unit and its Limited Common Areas, including the Unit Owner, the Unit Owner's lessees and other occupants, visitors and guests, shall at no time exceed the maximum number of persons permitted by applicable fire codes, other laws, ordinances or government regulations, or in excess of any limitations imposed by provisions of any applicable insurance contract or policy. Further, Unit Owners and their respective lessees and other occupants, guests and visitors of the foregoing shall not congregate in, on or about any of the Common Elements (other than

Limited Common Elements appurtenant to the Respective Unit Owner's Unit), or spill over into any such Common Areas, without prior written permission of the Executive Board .

19. Alterations - No Unit Owner shall make or permit any structural change, addition, alteration or improvement in or to the Owner's Unit, or do or cause to be done any work on or affecting his Unit which would jeopardize the soundness or safety or appearance of the Property, reduce the value thereof, or impair any easement or hereditament therein, without first obtaining the consent, in writing, of the Executive Board. It shall also be the responsibility of each Unit Owner: (i) to maintain, repair or replace, at his own expense, all portions of his Unit which may cause injury or damage to the other Units or to the Common Elements; (ii) to maintain the interior surface of all walls, ceilings and floors within the Unit, and otherwise to keep the Unit and all alterations, improvements, fixtures, and personalty therein in good order, condition and repair; (iii) to refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements (including any Limited Common Elements) without first obtaining the consent, in writing, of the Executive Board; (iv) without limitation of the foregoing, to refrain from repairing, altering, replacing, painting, decorating or changing any exterior portions of the Condominium, whether or not exclusively owned or used by the Unit Owner, including windows and doors, without first obtaining the written consent of the Executive Board; see also other provisions in this Declaration pertaining to alterations.

Section 8.2 Certain Use and Occupancy Restrictions of Unit and Common Elements Pertaining to the Commercial Units:

The Commercial Units and the Common Elements including the Limited Common Areas related thereto shall not be used for any noxious or offensive uses, or inconsistent with the mixed-use environment of this Condominium, as conclusively determined by Declarant during the Period of Declarant Control and thereafter as reasonably determined by the Executive Board, such prohibited uses being defined as including, but not limited to, the following:

- (i) Any use which (a) emits an unreasonable, unusual or offensive odor, fumes, dust or vapors, which can be smelled or seen within the Residential Units at such a level so as to unreasonably disturb the Residential Unit Owners (b) is a public or private nuisance, (c) emits unreasonable, unusual or offensive noise or sound which can be heard within the Residential Units and are objectionable due to volume changes, intermittence, beat, frequency, shrillness or loudness or otherwise, so as to unreasonably disturb the Residential Unit Owners (d) creates fire, explosive or other hazards, (e) has flashing lights or signs, strobe lights, search lights or loudspeakers, or (f) has phonographs, radios or video screens in any exterior portion of the Common Elements ;
- (ii) Commercial or retail storage services or operations.
- (iii) Metal working, other than in conjunction with the customary, safe use by a retail-jewelry occupant of the Unit, unless the prior written consent of the Executive Board is obtained;
- (iv) Community fairs, flea markets, pawn shops, military, army, navy or government surplus stores, "dollar" or discount stores (or the like) open air stalls, carnivals, any fire sales or bankruptcy sales (unless pursuant to court order) or "going out of business sales" unless the same are legitimate and do not last longer than thirty (30) days;
- (v) Discotheque or dance hall;
- (vi) Gambling facility or operation, including but not limited to an off-track or sports betting parlor, the operation of table or bingo hall, games, slot machines, video poker/black-jack, keno machines or bingo hall, (except for the incidental, legal retail sale of government sponsored lottery tickets); video game parlor or other amusement use.
- (vii) Athletic events (This provision does not exclude group exercise or the like);
- (viii) Fortune telling;

- (ix) Motor vehicle, boat, trailer, car, truck, recreational vehicle, mobile home, lawn care, power tool, appliance, farm, heavy construction equipment or implement sales, or the leasing, display, service, repair, body repair, storage and similar activities of any of the foregoing;
- (x) Veterinary facility, animal raising or boarding facility or pet shop or taxidermy;
- (xi) Processing or storage of scrap metal, glass, paper or rags;
- (xii) Nail polishing parlor, service or business;
- (xiii) Any establishment selling, displaying or exhibiting pornographic materials, performance or conduct; nude or semi-nude dance clubs or businesses; massage parlors (excluding day spas, medical treatment and therapeutic facilities allowed by applicable zoning laws) or cinemas or bookstores selling or exhibiting materials of a graphic or adult nature;
- (xiv) Employment or temporary labor office;
- (xv) Auditorium or other similar place of public entertainment or general assembly;
- (xvi) Bowling alley, pool or billiard hall, video or amusement arcade;
- (xvii) Tattoo and/or body-piercing activities, or the like;
- (xviii) Sale of drugs or the sale of drug paraphernalia;
- (xix) Funeral home or mortuary;
- (xx) Industrial warehouse (other than the safe storage of inventory, fixtures and equipment as part of and in the regular course of a permitted business);
- (xxi) Hi-Fi, electronics, stereo, television or similar stores, provided, however, that such stores may be permitted with soundproofing approved by the Declarant or the Association, in its reasonable discretion;
- (xxii) any central laundry, dry cleaning plant or laundromat or dry cleaners (except for nominal supportive services facilities for drop-off, pick-up and delivery for retail customers, with no cleaning or dry cleaning plants, equipment or other facilities on the premises);
- (xxiii) Photography or other stores that develop film on-site (unless approved by the Declarant or the Association, in its reasonable discretion including as to the safe and inoffensive use, storage and disposal of processing chemicals and other photographic waste materials);
- (xxiv) any use which overloads the electrical, plumbing or mechanical systems of Condominium or which exceeds the load-bearing capacity of the floors, walls or other structure of the Condominium;
- (xxv) Check cashing service, paycheck advance service, short-term loan service, or the like.
- (xxvi) Any business or other use of the Unit or Common Elements which would violate the Environmental Laws, or otherwise result in the escape, disposal or release of any amount of biologically or chemically active, toxic or hazardous wastes, materials or substances, or any other material or other substance that is prohibited, limited or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose an annoyance or hazard to health and safety of the occupants of the Building or surrounding Property (collectively Hazardous Substances). No portion of the Unit or the Property shall be used for the storage or use of said Hazardous Substances in any manner prohibited by law or otherwise inconsistent with commercially reasonable standards for the storage and use of such Hazardous Substances comparable to other first class office and retail buildings, nor shall any Owner or occupant allow to be brought into the Building or onto the Property any such Hazardous Substances.

(xxxvii) Any bar, tavern, beer distributor, liquor store, "six-pack" shop (similar alcoholic beverage to-go shops, whether or not the beverage sales are the primary business of the establishment); provided however, a restaurant shall be permitted to sell alcoholic beverages in accordance with law so long as for any such restaurant, the reasonably calculated and projected annual gross revenues from the sale of alcoholic beverages for on premises consumption do not exceed seventy-five percent (75%) of the annual gross revenues of the restaurant.

(xxxviii) Any business establishment with operating hours earlier than 6:00 a.m. or later than 2:00 a.m., prevailing time.

8.3 Rules and Regulations - The Executive Board shall have the power to enforce the above restrictions and to promulgate, amend, modify and repeal from time to time and enforce such additional Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents. Copies of the new Rules and Regulations shall be furnished to all Unit Owners by the Executive Board promptly after the promulgation, amendment, modification or repeal of such Rules and Regulations. The Executive Board shall further have the right to levy fines for violations, provided that the fine for a single violation may not, under any circumstances, exceed Two Hundred Dollars (\$200.00), except as provided below. Each day a violation continues after notice thereof may be considered a separate violation and the fine may be increased to Five Hundred Dollars (\$500.00) per day commencing with the fourth day following such notice. Any fine so levied is to be considered a Special Assessment levied specifically against the particular Unit Owner involved, shall be immediately due and payable, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Special Assessments, and the Executive Board may also pursue any other remedies under the law.

Nothing in this Article shall be construed to limit in any way the rights and powers of the Executive Board and Declarant to approve, disapprove or cause the erection of fences, buildings, walls or other structures, changes or alterations to the Property.

ARTICLE IX MORTGAGES

Section 9.1 Eligible Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Eligible Mortgage. Whether or not they expressly so state, all such Eligible Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and the Condominium Documents and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee shall have (a) no right to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, (b) no right to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit; and (c) the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. When an Eligible Mortgage is delivered to the holder of a Eligible Mortgage, the Unit Owner or the holder of such Eligible Mortgage shall simultaneously provide executed or conformed copies of the Mortgage and related documents to the Executive Board. The Executive Board shall then promptly confirm whether the mortgage qualifies as a Eligible Mortgage. If the mortgage is confirmed as a Eligible Mortgage by the Executive Board, its Secretary shall instruct the insurer of the Property to provide the holder of such Eligible Mortgage with a Certificate of Insurance evidencing insurance coverage of such Unit and respective interest therein. The Secretary shall maintain a register of the holders of Eligible Mortgages, showing the names and addresses of such holders and the amount secured thereby (all based on the last written notices thereof to the Secretary). When such an Eligible Mortgage is delivered to the Eligible Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible

Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees and the amount secured thereby. Whenever an Eligible Mortgage is satisfied, the Association shall be promptly notified.

ARTICLE X RIGHTS OF ELIGIBLE MORTGAGEES

Section 10.1 Reports and Notices.

a. The mortgagee (and any guarantor known to the Association) shall be entitled to receive the following:

1. Notice of the commencement of any condemnation or eminent domain proceedings that affects either any material part of the Property, or the Unit securing the mortgage;
2. Notice of any delinquency in the payment of assessments or charges owed by the owner of the Unit which is subject to the mortgage, where such delinquency is not cured by the Unit Owner within sixty (60) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
3. Notice of a lapse, cancellation or material modification of any insurance policy maintained by the Association.
4. Any proposed action which requires the consent of a specified percentage of mortgagees.

b. If the mortgagee so requests the Association, in advance in writing, the mortgagee shall be entitled to receive some or all of the following as designated; The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder:

1. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
2. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
3. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
4. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
5. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
6. The right to examine the books and records of the Executive Board at any reasonable time; or
7. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

Section 10.2 Other Rights of Eligible Mortgage Holders. An Eligible Mortgage Holder who hold a first mortgages on a Unit shall have the following rights:

- a. Unless fifty-one percent (51%) (or such greater or other percentage adopted by the Executive Board as may be required by any published requirement of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects, such as the Federal National Mortgage Association, or its successors [collectively "FNMA"], of the Federal Home Loan Mortgage Corporation, or its successors [collectively "FHLMC"]), or of the Federal Housing Administration, or its successors [collectively "FHA"], of the said first-lien mortgagees (based on one vote for each first mortgage owned), approve, no materially

adverse amendment of this Declaration, as respects the said first-lien mortgage holders, may be made by the Association; examples of such materially adverse actions include, but are not limited to:

- (1) Any partition or subdivision of any Unit.
- (2) Abandonment, termination, partition, subdivision, encumbrance, sale or transfer the Common Elements by act or omission, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements.
- (3) Any change in the procedure that protects the mortgage Seller/Service's interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the Condominium, or from termination of the Condominium.
- (4) Any change in voting rights except as allowed for additional phases or annexations in accordance with the initial Condominium documents.
- (5) Any change in the Condominium Unit Owner's interest in or obligations to the Condominium in order to levy assessments or charges, to allocate distribution of homeowners insurance proceeds or condemnation awards, or to determine the owner's interest in the Common Elements.
- (6) Changes in the priority of liens for Homeowners Association assessments.
- (7) Reductions in reserves for maintenance, repair and replacement of Common Elements.
- (8) Changes in the responsibility for maintenance and repair of the Common Elements.
- (9) Reallocation of interests in Common Elements or rights to their use.
- (10) Redefinition of any Unit boundaries.
- (11) Conversion of Units into Common Elements or Common Elements into Units.
- (12) Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the Condominium, except as allowed for additional phases or annexations in accordance with the initial Condominium documents.
- (13) Changes in required insurance coverage.
- (14) Imposition of any restrictions on the leasing or rental of Units.
- (15) Imposition of any restrictions on a Unit Owner's right to sell or transfer a Unit.
- (16) Use hazard insurance proceeds for losses to any Condominium Property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Condominium Property.
- (17) Any action to terminate the legal status of the Condominium, after substantial destruction, condemnation or otherwise, or to use insurance proceeds for any other purpose to rebuild.

b. Approval by a mortgagee shall be assumed if the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the mortgagee actually receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XI SURFACE SPACE PARKING COMMON ELEMENTS

Section 11.1 "Surface Space Parking Common Elements" means the nineteen(19) surface parking spaces shown on the Plats and Plans, and any subsequent additions thereto. Period of Declarant Control, Declarant reserves the right, in its sole discretion, to make the initial license and re-license for each surface parking space, whether a permanent license, or for a term or at will, or otherwise, and all rights and privileges attendant thereto, for the exclusive use of a Unit Owner, or to reserve some of all Surface Space Parking for uses specified by Declarant. Thereafter, the parking spaces encompassed in the Surface Space Parking Common Elements shall be under the supervision, regulation and control of the Executive Board, and may be licensed, and re-licensed under the terms and conditions established by the Executive Board. The Executive Board may in its discretion enter into various licensing contracts in regard thereto, and issue Rules and Regulations as to permissible manners of use, including type of vehicles permitted to use the various spaces. The initial licenses are to be issued as follows:

- (a) Six (6) spaces licensed to Condominium Owners, with general priority to those Unit Owners who do not have a garage parking space by virtue of having an interest in Garage Limited Common Elements, referred to in Article III, above;
- (b) Six (6) spaces licensed to the Restaurant Commercial Unit;
- (c) Four (4) spaces licensed to the other Commercial Units;
- (d) One (1) space reserved to the sole discretion of the Glass Lofts Condominium Association.
- (e) Two (2) spaces devoted to general use handicapped parking.

The Surface Space Parking Common Elements are Common Elements and all expenses and costs related thereto are General Common Expenses. Any assignable license for Surface Space Parking Common Elements held by a Unit Owner can not be assigned by that Unit Owner to any Person other than a Unit Owner, and it cannot be assigned without the prior written permission of the Executive Board.

ARTICLE XII

LEASING;

MAXIMUM NUMBER OF UNITS PERMITTED TO BE OWNED BY ONE PERSON

Section 12.1 Leasing.

- (a) A Unit Owner other than Declarant or an Eligible Mortgagee may lease the Unit of such Unit Owner (but not less than his entire Unit) The permission of the Executive Board is required for all leases. In no circumstances may a Unit be leased by a Unit Owner for transient, hotel or motel purposes or for an initial term of less than one (1) month. Until changed by the Executive Board, at least fifty (50) percent of the Residential Units must be Owner occupied. It is further provided that, if in order to conform with any limitations on non-Unit-Owner occupancy as may be required from time to time by any published requirements of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects, such as the Federal National Mortgage Association, or its successors [collectively "FNMA"], of the Federal Home Loan Mortgage Corporation, or its successors [collectively "FHLMC"], or of the Federal Housing Administration, or its successors [collectively "FHA"], the Executive Board may limit, or change the limit of, the number of non-Unit-Owner occupied Units; if such limits are imposed by the Executive Board the Executive Board in its sole discretion may determine which Units are permitted to be non-Unit Owner occupied, taking into account priority which Units are already are non-Unit-Owner occupied, the date when each Unit became non-Unit-Owner occupied, the expiration dates of the leases for such Units, and such other factors that the Executive Board deems relevant.
- (b) Any lease of a Unit shall be in writing in a form pre-approved by the Executive Board without any material changes. Any lease shall contain a statement that the rights of any lessee or sublessee of any Unit will be subject to, and each such lessee or sublessee will be bound by, the covenants, conditions, and restrictions contained in the Condominium Documents; each lease shall contain a clause that makes any breach by the tenant of any of the Condominium Documents a breach of such lease and a cause for termination thereof.
- (c) The Unit Owner must give the Executive Board five business days notice of any proposed lease and lessee. The Association shall have the right to perform credit and background checks on any proposed lessee and shall have the right to reject any proposed lessee based upon the information obtained from such investigation.
- (d) A complete copy of each lease shall be furnished to the Association within five (5) business days after execution thereof.
- (e) The Executive Board for the benefit of the Association has the rights of enforcement of any lease directly against the lessee(s) including, without limitation, the right to terminate any lease by reason of violation of the provisions of the lease, this Declaration, or the Rules and Regulations and to then, at the option of the Association or Executive Board, to evict the lessee from the Unit without liability to the Unit Owner/lessor. All Unit Owners agree to be bound by the foregoing for the common good of all Unit Owners, although some financial loss may be suffered by the Unit Owner of the affected Unit by reason of these conditions.
- (f) The Owner of any leased Unit shall be jointly and severally responsible with any tenant for full compliance with all the terms and conditions of the Condominium Documents. In the event of a breach by a tenant of a lease of a Unit caused by a failure to comply with any of the Condominium Documents, the Unit Owner of such Unit, at the request of the Executive Board, shall terminate such lease and cause such tenant to be removed from such Unit by all available legal means. No Unit not owned by Declarant or an Eligible Mortgagee may be subleased.

(g) The Declarant or an Eligible Mortgagee may lease, or allow subleases of, a Unit or Units owned by the Declarant at any time and from time to time without restriction, except that a Unit may not be leased by Declarant or an Eligible Mortgagee for transient, hotel or motel purposes or for an initial term of less than one (1) month.

Section 12.2 Maximum Number of Units Permitted to Be Owned by One Person. The Executive Board reserves the right to control the maximum number of Units which may be owned by one Person, including for the purpose of complying in that regard with any published requirements of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects, such as the Federal National Mortgage Association, or its successors [collectively "FNMA"], of the Federal Home Loan Mortgage Corporation, or its successors [collectively "FHLMC"], or of the Federal Housing Administration, or its successors [collectively "FHA"]. The Executive Board shall have sole discretion to interpret all such requirements. Until further action by the Executive Board, effective as of the date of this original Declaration, no Person shall be permitted to own more than one (1) Unit in the Condominium (except Declarant), excepting only any Person who, is in the process of combining more than one Unit into one Unit (combination of Units results in the combined Units being deemed one [1] Unit and having one [1] total vote - see Section 3.5 hereof.) Any such Person intending to combine any Units, must, prior to obtaining more than one [1] Unit, must obtain the prior written permission of the Executive Board, and comply with all conditions it imposes.

ARTICLE XIII

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 13.1 Monthly Payments. Monthly Assessments for all Common Expenses shall be in accordance with the Act, unless as provided for in this Declaration. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. All Unit Owners covenant and agree to pay all assessments and other sums they respectively owe to the Association, including hereunder.

Section 13.2 Collection, Liens Etc. The Association has a lien on a Unit for any assessment, and any fees, charges, late charges, interest, reasonable costs of collection, including legal fees, and fines, and any other items imposed against a Unit Owner which may be lien pursuant to the Act, including without limitation under Section 3315 thereof, or otherwise under law. The Association shall be entitled to all rights and privileges afforded by the Act pertaining to the collection all sums owed to it, including without limitation, under Section 3315 thereof, and for all other sums owed to the Association, including without limitation, all fees, charges, late charges, interest, reasonable costs of collection, including legal fees, and fines. Further, in addition to the foregoing, the Association reserves and preserves all rights to any and all other remedies, including, without limitation, to institute and maintain all actions and suits to recover sums owed to it, and to execute thereon.

Section 13.3 Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future applicable Limited Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 13.4 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 13.5 Working Capital Fund. Each annual budget for Monthly Assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve fund



for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its Unit grantees, at time of settlement, an amount equal to Two (2) monthly installments of the assessment in effect at the time of such settlement and may at its sole discretion advance sums to fully fund the reserve for each Unit. Any amounts advanced by the Declarant hereunder shall be returned to the Declarant at time of settlement of each of the Units for which the Declarant advance reserve funds, whether or not such amounts have been expended on behalf of the Condominium as hereinafter provided. Extraordinary or unforeseen expenditures, or the purchase of additional equipment or services, not originally included in the annual budget which may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. Assessments shall be made as necessary to maintain said minimum reserves equal to two (2) monthly installments, or greater, if required. Any payments made into this fund shall not be considered an advance payment of regular assessments.

Section 13.6 Reserve Fund. Commencing not later than the first day of the calendar month during which the Common Expense assessments begin, the Association shall establish accounts for monthly assessments and thereafter to maintain an adequate reserve fund for maintenance, repair and replacement of the Common Elements that are anticipated to require replacement, repair or maintenance on a periodic basis and to cover deductible amounts in property insurance policies. The reserve funds shall be funded by monthly payments as part of Common Expenses and shall include amounts reasonably considered by the Executive Board to be sufficient as reserves for maintenance, repairs, replacements and contingencies. Extraordinary expenditures not originally included in the annual budget which may become necessary during any year may be charged first against such reserves. In addition, the Executive Board shall have the right to segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

Section 13.7 Accounting. On or before the date set forth in the Bylaws, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of Property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 13.8 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Unit Owner's monthly assessments, or non-recurring Common Expense not set forth in the annual budget as adopted, or if it is necessary to increase any assessments, including to increase reserve amounts in order to conform from time to time with any published requirements of any widely recognized agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects, such as the Federal National Mortgage Association, or its successors [collectively "FNMA"], of the Federal Home Loan Mortgage Corporation, or its successors [collectively "FHLMC"], or of the Federal Housing Administration, or its successors [collectively "FHA"] the Executive Board may at any time levy further monthly assessments ("Special Assessments") according to each Unit Owner's Percentage Interest in the Common Elements as to General Common Expenses and according to shares of Limited Expenses allocated to Units as to Limited Expenses. Such Special Assessments shall be payable over such period of time as the Board may determine. The Executive Board shall serve notice of Special Assessments on all Unit Owners by a statement in writing giving the amount and reasons therefor, which Special Assessments shall become effective and determined by the Executive Board.

Section 13.9 Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs; provided, however, a foreclosing Eligible Mortgage shall be entitled to automatic subordination of such assessments in excess of the amount given priority over mortgage liens in the Uniform Condominium Act.

Section 13.10 Late Charges, Interest and Charges. Without limitation to any other provision of this Declaration, or otherwise under the Act or other law, each Unit Owner shall pay a late charge in the amount of FIVE PER CENT (5%) of the amount of the assessment for the payment of any such assessment paid after the tenth (10th) day following the date on which such assessment was due. All sums assessed by the Executive Board against a Unit Owner as a regular or special assessment shall bear interest thereon at the maximum rate permitted by law, up to twelve percent (12%) interest per annum, from the tenth (10th) day following default in payment of any monthly assessment when due. Any delinquent Owner shall also be

obligated to pay: (i) All expenses of the Board, including costs and reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings, or otherwise; and (ii) any amounts paid by the Board for taxes or on account of superior liens, or otherwise, to protect its liens.

ARTICLE XIV

DECLARANT'S RIGHTS

Section 14.1 Control.

(a) Until the 60th day after conveyance of 25% of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers of the Association and members of the Executive Board.

(b) Not later than sixty (60) days after the conveyance of 25% of the Units to Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act), at least 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act). Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act);

(c) Not later than sixty (60) days after the conveyance of 50% of the Units to Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act), not less than 33-1/3% of the members of the Executive Board shall be elected by Unit Owners other than Declarant (or any other Person deemed to be a declarant under the Act);

(d) Not later than the earlier of five (5) years after the date of the first conveyance of a Unit to a person other than Declarant, or (ii) 180 days after 75% of the Units in the Condominium have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

ARTICLE XV

CONDOMINIUM ASSOCIATION AND EXECUTIVE BOARD

Section 15.1 The Glass Lofts Condominium Association. A condominium association, known as the Glass Lofts Condominium Association ("Association") shall be organized no later than the date the first Unit of the condominium is conveyed to a person other than a successor declarant. The membership of the Association shall consist exclusively of all Unit Owners. Said Association shall initially be an unincorporated association, but may be incorporated, at any time, if the Executive Board so decides.

Section 15.2 Unit Owner Membership in Association. The owner of a Unit shall automatically upon becoming the owner become a member of the Association, and shall remain a member until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease.

Section 15.3 Executive Board: Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be Unit Owners or designees (appointees) of the Declarant, as provided for herein. Except as expressly limited in the Declaration, Bylaws or the Act, the Executive Board may act in all instances on behalf of the Association.

Section 15.4 Professional Management. The Executive Board may delegate all or a portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority may be evidenced by one or more management contracts which may provide for the payment of a reasonable fee; provided that any such contracts shall be terminable, at will, on ninety (90) days prior notice, terminable for cause, on fifteen (15) days prior notice, and otherwise shall not exceed one (1) year.

Section 15.5 Additional Powers of the Executive Board. In addition to the powers set forth in the Act and elsewhere herein, the Executive Board shall have the following additional powers:

- a. To appoint committees of the Executive Board (which need not include any Executive Board Members) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.
- b. To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.
- c. To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein or particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien or other encumbrance, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.
- d. To expend funds for the maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and such Unit Owner has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner, provided that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance or repair.
- e. In the event of any condemnation, to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with the condemning authority.
- f. To borrow money on the credit of the Association and, as security for any such borrowing, to assign the Association's rights to receive future income (including assessments) and/or pursuant to §3318 of the Act to encumber or convey the Common Elements, or any portion thereof.
- g. To grant permits, licenses, leases, concessions and easements through or over the Common Elements.

ARTICLE XVI

LIMITATION OF LIABILITY

Section 16.1 Standard of Conduct.

(a) In the performance of their duties, the officers of the Association and the members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action, shall be presumed to be in the best interest of the Association.

Section 16.2 Good Faith Reliance. In performing his duties, an officer of the Association ("officer") or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer of Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

(d) An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 16.3 Limited Liability of the Executive Board and Association Officers. Notwithstanding any other provisions of this Article XVI, this Declaration, the Bylaws of the Association, or otherwise under the Act or other law, the Executive Board, and its members in their capacity as members, officers, and employees, and the officers of the Association in their capacity as officers, and employees:

(a) Will not be liable for the failure of any service obtained or to be obtained by the Executive Board or the officers of the Association and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust, or sand that may leak or flow from the outside or from any part of the Building, or from any of the pipes, drains, conduits, appliances, or equipment, or from any other place unless in each instance such injury or damage has been caused by the willful misconduct or gross negligence of the Executive Board or the officers of the Association;

(b) Will not be liable to the Unit Owners or any other Person as a result of the performance of the duties of the Executive Board members or the duties of the officers of the Association for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or gross negligence in the performance of the duties of the Executive Board members or the duties of the officers of the Association;

(c) Will have no personal liability in contract to a Unit Owner or any other Person under any agreement, check, contract, deed, lease, mortgage, instrument, or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the duties of the Executive Board members or the duties of the officers of the Association;

(d) Will not be liable to a Unit Owner, or the Unit Owner's tenants, employees, agents, customers, guests, or invitees or any other Person, for loss or damage caused by theft of, or damage to, personal property left by the Unit Owner or his or her tenants, employees, agents, customers, or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for their own willful misconduct or gross negligence in the performance of the duties of the Executive Board members or the duties of the officers of the Association;

(e) Will have no personal liability in tort to a Unit Owner or any other Person, direct, imputed or implied, by virtue of acts performed by or for the Executive Board members or the officers of the Association, except for their own willful misconduct or gross negligence in the performance of the duties of the Executive Board members or the duties of the officers of the Association; and

(f) Will have no personal liability arising out of the use, misuse, or condition of the Building, any Unit or Units, the Common Elements or any part thereof, or any other part of the Property, or that might in any other way be assessed against or imputed to the Executive Board members or the officers of the Association as a result of or by virtue of their performance of their duties, except for their own willful

misconduct or gross negligence in the performance of the duties of the Executive Board members or the duties of the officers of the Association.

Section 16.4 Indemnification. To the extent permitted under Pennsylvania law, each officer of the Association and each member of the Executive Board, in his capacity as an officer Executive Board member, or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been an officer of the Association and/or member of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer of the Association or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer of the Association is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; if a quorum of the Executive Board is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Executive Board members so directs, if independent legal counsel in a written opinion approves such settlement; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer of the Association had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 16.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer of the Association may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer of the Association in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer of the Association, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 16.5 D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in this Article, if and to the extent available at reasonable cost.

Section 16.6 Defense of Claims. Complaints brought against the Association, the officers of the Association, the Executive Board, or the officers, employees, or agents thereof in their respective capacities as such, or the Condominium as a whole, must be directed to the Executive Board of the Association, which will promptly give written notice thereof to the Unit Owners and any Mortgagees, and such complaints will be defended by the Association. The Unit Owners and the Mortgagees have no right to participate other than through the Association in such defense. Complaints against one or more but less than all Unit Owners or Units will be defended by the Unit Owners who are defendants themselves and the Unit Owners will promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering the Units.

ARTICLE XVII

INSURANCE

Section 17.1 Generally. The Executive Board shall obtain at least in the minimum amounts of insurance as required by the Act, including Section 3312 thereof, as the same may be amended, to the extent reasonably available, or as otherwise mandated by the Act. In addition, the Board may obtain such insurance as the Board deems advisable in the operation and protection of the Common Elements, the Units and all other matters concerning the Condominium. In addition, the Board may obtain such insurance as the Board deems advisable in order to comply with requirements of FNMA, FHLMC, the FHA or the Veterans Administration, their successors, or similar agencies or entities.

a. **Responsibility for Increased Insurance Expense Attributable to Commercial or Other Non-Residential Units:** The Commercial Unit Owners must carry appropriate commercial insurance,

paid for solely by the Commercial Unit Owners. The cost of commercial insurance can not in any way, directly or indirectly, be subsidized by any Residential Owners. To the extent that any insurance expense incurred by the Association is greater than normal residential rates therefor as a result of the use or activities of commercial or other non-residential Units, said increased expense shall be considered a special expense of and assessment against Commercial or other non-residential Units; said increased expense shall be allocated against each such Unit, to the extent that such Unit causes the increased expense, and the assessment due from such Unit shall be correspondingly increased. The owner of such Units shall reimburse or fund the Association for such increased insurance expense/assessment by the time the insurance is due to the insurer or its agent or broker, by lump-sum payments or by advance instalments, as the Association shall determine.

b. Each Unit Owner and the Executive Board hereby waives and releases any and all claims which she/he or it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and their respective officers, employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission of any such party, to the extent that such damage is covered by fire or other form of hazard insurance. If the act or omission of a Unit Owner, or of a member of the Unit Owner's family, a household pet, guest, occupant or visitor of such Unit Owner, caused such damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released as set forth above.

c. Any release or waiver referred to in subparagraph "b" hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use commercially reasonable efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

d. If the Executive Board fails within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, a Permitted Mortgagee may initiate such a claim on behalf of the Executive Board. The Executive Board, shall from time to time at such times as it shall deem appropriate, cause an appraisal of the Property to be made for the purpose of determining the current full insurable replacement value of the Property, without considering depreciation, and the Board shall change the amount of hazard insurance on the Property to the amount of the then current full insurable replacement value of the Property as established by such appraisal.

e. The Association's property insurance may cover fixtures, equipment, and other personal property and supplies of the Association, whether or not part of the Common Elements. Any fixtures, equipment, personal property, additions, alterations or improvements within the Units shall be insured by the Unit Owner and the Unit Owner shall be responsible for any loss resulting from his or her failure to do so. All physical damage insurance policies purchased by the Executive Board shall be for the benefit of and name as insured the Association for the use and benefit of the Unit Owners and their Permitted Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed \$500,000, then all such proceeds shall be paid in trust to such lending institution in the metropolitan Pittsburgh area with trust powers as may be designated by the Executive Board (which trustee is, herein referred to as the "Insurance Trustee") and the policy loss payable provision shall provide that such proceeds are payable to the Insurance Trustee as trustee for each Unit Owner and each Unit's Permitted Mortgagees. If such proceeds do not exceed \$500,000, then the policy loss payable provision shall provide that all such proceeds shall be paid to the Executive Board to be applied pursuant to the Act as trustee for each Unit Owner and each Unit's Permitted Mortgagees. If proceeds are payable to the Insurance Trustee, the Executive Board shall enter into an Insurance Trust Agreement with the Insurance Trustee which may provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance

Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration and the Act, for the benefit of the insureds and their beneficiaries thereunder.

f. Commercial general liability and property damage insurance as required by the Act shall be in such greater limits and terms as the Board may deem desirable.

g. The Executive Board may obtain such other forms of insurance as the Board shall elect to effect including Executive Board members' and officers' liability insurance and such Worker's Compensation insurance coverage for employees of the Association, if any, as may be necessary to comply with applicable laws.

h. The Association may obtain blanket fidelity insurance to protect against dishonest acts on the part of the Executive Board members, officers, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such insurance shall name the Association as the insured and shall be in such amount as the Executive Board deems appropriate. Such insurance may contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or such endorsement or provision as shall accomplish the same result. Any managing agent shall be required to carry its own insurance with the same coverage as set forth above.

i. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Executive Board, fees and expenses of the Insurance Trustee, if any, and the cost of any appraisal which the Executive Board deems advisable in connection with any insurance, shall be Common Expenses, but in no event shall Residential Unit Owners be required to directly or indirectly subsidize any Commercial Unit Owners.

k. The Executive Board shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners or any officer or employee of the Executive Board or managing agent, if any, without a prior demand in writing that the Executive Board or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same. Association policies shall provide that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss. The policy may require the insurer to notify in writing the Association, any Insurance Trustee and each mortgagee named in a mortgage clause at least ten (10) days before it cancels or substantially changes coverage.

l. Insurance coverage on the furnishings, fixtures, equipment, additions, alterations, improvements and items of personal property belonging to a Unit Owner and insurance for his or her personal liability to the extent not covered by insurance maintained by the Executive Board shall be the responsibility of each such Unit Owner.

m. The name of the insured under each policy required pursuant to this Article shall be stated in form and substance similar to the following: The Glass Lofts Condominium Association, for the use and benefit of the individual owners, or their authorized representatives, of the Condominium Units contained in Glass Lofts Condominium, or in such form and substance that the Executive Board deems appropriate.

n. If any part of the improvements in the Condominium is in a special flood hazard area, the Association shall maintain a "master" or "blanket" policy of flood insurance, the premiums to be paid as Common Expenses. The amount of flood insurance shall be equal to the lesser of one hundred percent (100%) of the insurable value of the improvements or the maximum coverage available under the appropriate National Flood Insurance Administration program. The maximum deductible amount for such policy shall be the lesser of \$5,000 or one percent (1%) of the policy face amount, if reasonably available.

Section 17.2 Repairs and Reconstruction After Fire or Other Casualty.

a. Except as otherwise provided in subparagraph "d" of this Section 6.2, in the event of damage to or destruction of the Building or any part thereof as a result of fire or other casualty, the Executive

Board, under the direction of the Insurance Trustee if an Insurance Trustee is required, shall arrange for and supervise the prompt repair and restoration of the Building as required by the Act. Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his or her own Unit.

b. Procedure for Reconstruction and Repair:

(i) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building, the Executive Board shall obtain reliable and reasonably detailed estimates of the cost of repairing and restoring the Building as required by the Act to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Executive Board or Insurance Trustee (if any) determines to be necessary.

(ii) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense (and/or Limited Expense) and special monthly assessments therefor shall be levied. The funds shall be paid out of the General Common Expense fund, one or more of the Limited Expense funds, or both, depending on whether or not the source of the shortfall can be properly determined in the opinion of the Executive Board. If such source cannot be so determined, then the shortfall shall be allocated among the funds referred to above in proportion to the relative costs of restoration in each of the categories. Costs of restoration of a Unit to the extent required to be done by the Executive Board shall be paid out of the General Common Expense Fund unless the shortfall is due to failure of the Unit Owner to carry the additionally required insurance for such insured, in which event the shortfall so caused shall be assessed against the particular Unit Owner. Unit Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense or Limited Expense, or both, as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage subject to Section 6.1(g), and each Unit Owner shall personally assume the additional expense of any improvements to the Unit which he or she desires, to restore it beyond such condition.

(iii) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the construction of the Property as it existed immediately prior to the casualty.

c. Disbursements of Construction Funds.

(i) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Executive Board or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(A) If the estimated cost of reconstruction and repair is less than \$250,000, then the construction fund shall be disbursed in payment of such costs upon order of the Executive Board.

(B) If the estimated cost of reconstruction and repair is \$250,000, or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Pennsylvania and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the

construction fund remaining after payment of the sum so requested, taking into account retainage.

(ii) Surplus. It shall be presumed that the final monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be used first to reimburse Unit Owners for sums paid to cover shortfalls under subparagraph "b(ii)" above in proportion to the sums so paid until full reimbursement and any remaining balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interest at law or in equity in each Unit.

(iii) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by an officer of the Executive Board certifying: (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

(iv.) When Reconstruction is Not Required. In the event of insubstantial damage to the Common Elements and if the Executive Board shall elect not to repair the same or in the event there is to be no repair or replacement pursuant to §3312(g) of the Act, then in either such event any insurance proceeds received on account of such damage shall be expended and/or distributed in accordance with §3312 of the Act. If the Condominium shall be terminated pursuant to §3320 of the Act, the provisions of §3320 of the Act shall apply.

Section 17.3 No Liability for Failure to Purchase. The Association and its Executive Board members and officers have no liability to any Unit Owner, the Association, or to any Mortgagee if, after a good faith effort, the Executive Board is unable to obtain or maintain any of the insurance required hereunder because the insurance is no longer, in the sole opinion of the Executive Board, reasonably available at reasonable costs, or, if available, cannot be obtained because the Unit Owners have failed to fund the insurance premiums.

ARTICLE XVIII

CONDEMNATION

Section 18.1 Condemnation. If all or any part of the Common Elements of Units shall be taken, injured or destroyed by eminent domain, the Executive Board shall act on behalf of the Association and the Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Association as trustee for all of the Unit Owners and Eligible Mortgage Holders. After such determination, each Unit Owner shall be entitled to a share of the damages equal to the Percentage Interest in the Common Elements appurtenant to his Unit, subject to any respective rights of Eligible Mortgage Holders. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective personal Property.

ARTICLE XIX

TERMINATION

Section 19.1 Termination. The Condominium may be terminated only as provided by Section 3220 and other applicable provisions of the Act.

ARTICLE XX

COMPLIANCE AND DEFAULT REGARDING CONDOMINIUM DOCUMENTS

Section 20.1 Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws and applicable Rules and Regulations as amended and promulgated from time to time. Failure of the Unit Owner to comply therewith shall entitle the Executive Board, the Association or any aggrieved Unit Owner to the following relief, in addition to any other remedies provided in this Declaration, the Act and the Uniform Condominium Act:

A. Suits. Failure to comply with the terms of this Declaration, the Bylaws and the Rules and/or Regulations duly adopted, and said documents and Rules and Regulations as they may be amended or promulgated from time to time, shall entitle the Association, the Executive Board and/or an aggrieved Unit Owner to sue for such sums as it (they) may be damaged or to sue for injunctive relief, or both. Such relief shall not be exclusive of other remedies available at law or in equity.

B. Costs and attorney's fees. In any proceeding arising because of any alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws and/or Rules and Regulations duly adopted, and said documents and Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and related expenses of the proceeding and reasonable attorney's fees; provided however, no attorney's fees may be recovered against the Executive Board or any members thereof, the officers of the Association or the Association in any such action unless the Court first expressly finds that the Executive Board or members thereof, the officers of the Association or the Association acted in bad faith.

C. No Waiver of Rights. The failure of the Declarant, or the Executive Board, the Association, or any Unit Owner to enforce any applicable covenant, restriction or other provision of the Act, the Uniform Condominium Act, this Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the rights to do so thereafter.

ARTICLE XXI

GENERAL PROVISIONS

Section 21.1 Headings. The headings used in this Declaration and the Table of Contents are inserted solely as a matter of convenience for the readers of this Declaration and should not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 21.2 Severability. The provisions of this Declaration will be deemed independent and severable, and the invalidity or unenforceability of any provision or portion hereof will not affect the validity or enforceability of any other provision or portion hereof unless such deletions would destroy the uniform plan of development and operation of the condominium project that this Declaration is intended to create.

Section 21.3 Applicable Law. This Declaration will be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

Section 21.4 Interpretation. The provisions of this Declaration will be liberally construed in order to effect the Declarant's desire to create a uniform plan for development and operation of the condominium project and to permit compliance with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and the Federal Housing Administration, as applicable. Unless the context of this Declaration requires otherwise, (i) references to the plural include the singular, the singular include the plural, the whole includes the part, and the part includes the whole, (ii) references to any gender include all genders, (iii) "include" and "including" have the inclusive meaning frequently identified with the phrase "without limitation" and "but not limited to," and (iv) references to "hereunder," "herein," "hereby," "above," or "below" relate to this Declaration. The headings and subheadings in this Declaration are included for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Declaration or any provision hereof. Section, subsection, schedule, and exhibit references are to this Declaration unless otherwise specified.

Section 21.5 Effective Date. This Declaration will become effective when it and the Plats and Plans have been recorded. For purposes of determining the beginning point of any time limits for any Special Declarant Rights, the time period shall begin at the time of the filing of both this Declaration of Condominium and the Plats and Plans and not at any earlier time.

Section 21.6 Notices. All notices, approvals and other communications required or permitted to be given under or in connection with this Declaration must be in writing and will be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed at the address maintained in the register of current addresses established by the Association.

Section 21.7 Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

IN WITNESS WHEREOF, witness the due execution hereof by Declarant this _____ day of _____, 2010.

FRIENDSHIP DEVELOPMENT ASSOCIATES, INC., A Pennsylvania non-profit corporation

BY:

13/ John Barrett 4/21/10

Name _____

Title _____

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF ALLEGHENY :

On the ____ day of _____, 2010, before me, a Notary Public, the undersigned officer, personally appeared _____, whose name(s) is/are subscribed to the foregoing Declaration of Condominium as Declarant, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within Declaration of Condominium and acknowledged that he/she/they executed the same for the purposes therein contained.

Given under my hand and notarial seal this ____ day of _____, 2010.

13/ 4/21/10
Notary Public

My Commission Expires:

EXHIBIT A

SUBMITTED REAL ESTATE

All that certain lot or piece of ground situate in the 11th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being designated as Lot No. 1 in the Glass Lofts Subdivision as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 260, page 75.

TOGETHER with Reciprocal Easement Agreement between Housing Authority of the City of Pittsburgh and Friendship Redevelopment Associates, Inc., (Reciprocal parking and access easements over the project premises), dated November 15, 2004 and recorded in Deed Book Volume 12258, page 269. First Amendment to Reciprocal Easement Agreement filed May 20, 2005 and recorded in Deed Book Volume 12451, page 125. Reduce the amount of the parking spaces to Friendship Development Associates from 25 to 18 spaces, etc.

SUBJECT TO THE FOLLOWING:

- a. Coal and mining rights and all rights and privileges incident thereto;
- b. Any telegraph or electrical poles and wires crossing the premises as excepted in deed to Isaac Shapera, et al., which is recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 2261, page 650; and
- c. A 20 foot easement as described in the Deed from H. Zacharias, et al., to J. D. Tschopik which is recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 2356, page 58.

BEING designated as Block and Lot No. 83-N-340 in the Deed Registry Office of Allegheny County, Pennsylvania.

UNDER and subject to restrictions, reservations, easements and rights of way as recorded in prior instruments of record.

Declarant Friendship Development Associates Inc., a Pennsylvania non-profit corporation, acquired title to the above by the following Deeds:

- (1) From W. C. S. R., Inc., dated April 2, 2001 and recorded in the Recorder's Office of Allegheny County, Pennsylvania on August 3, 2001 in Deed Book Volume 11115, page 59;
- (2) From Khong Van Le and Lanh Thi Nguyen, his wife dated July 2, 2002 and recorded July 9, 2002 in Deed Book Volume 11395, page 340.

EXHIBIT B

EASEMENTS, LICENSES AND OTHER ENCUMBRANCES TO WHICH THE CONDOMINIUM IS UNDER AND SUBJECT

1. Easements or servitudes which are unrecorded or are apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
2. Terms and conditions of any unrecorded lease or rights of parties in possession of any portion of the land.
3. Any reservations, restrictions, limitations, conditions or agreements set forth in the instrument by which title is vested in the Unit Owner.
4. Possible additional tax assessment for new construction and/or major improvements, not yet due and payable.
5. Covenants, conditions, restrictions, easements, rights of way or servitudes, if any, appearing in the public record, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
6. Any taxes for the current year or fiscal year of the applicable taxing body which may be hereafter assessed, and subsequent years, not yet due and payable.
7. Together with and under and subject to all easements and rights of way for water, sewers, gas, electric, telephone, communications services and public utilities as the same are now located or as shall be installed on the premises in accordance with the provisions of the Declaration and/or the Act relating thereto.
8. Coal, coal-bed methane gas, oil, gas and other minerals, and mining rights and all rights and privileges incident to the mining, extraction or development of coal, coal-bed methane gas, oil, gas or other minerals heretofore conveyed, leased, reserved or excepted by instruments of record; right of surface, lateral or subjacent support; or any surface subsidence, or the lack of such rights of support or from subsidence.
9. **THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.**
10. Any telegraph or electrical poles and wires crossing the premises as excepted in deed to Isaac Shapera, et al., which is recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 2261, page 650.

11. Twenty (20) foot easement as described in the Deed from H. Zacharias, et al., to J. D. Tschopik which is recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 2356, page 58.
12. Reciprocal Easement Agreement between Housing Authority of the City of Pittsburgh and Friendship Redevelopment Associates, Inc. (Reciprocal parking and access easements over the project premises), dated November 15, 2004 and recorded in Deed Book Volume 12258, page 269.
13. First Amendment to Reciprocal Easement Agreement filed May 20, 2005 and recorded in Deed Book Volume 12451, page 125. Reduce The amount of the parking spaces to Friendship Development Associates, from 25 to 18 spaces, etc. Assignment of Leases and Rents between Friendship Development Associates, Inc., a Pennsylvania not for profit corporation and Citizens Bank of Pennsylvania, dated October 2, 2007 and recorded October 3, 2007 in Deed Book Volume 13397, page 172.
14. UCC Financing Statement between Friendship Development Associates, Inc., and Citizens Bank of Pennsylvania recorded in the Recorder's Office of Allegheny County, in Mortgage Book Volume 34536, page 392.
15. UCC Financing Statement between Friendship Development Associates, Inc., and Citizens Bank of Pennsylvania filed with the Secretary of the Commonwealth of Pennsylvania on October 5, 2007 in Instrument No. 2007100503243.
16. Mortgage between Friendship Development Associates, Inc., to Urban Redevelopment Authority of Pittsburgh, dated December 22, 2005 and recorded December 27, 2005 in Mortgage Book Volume 31288, page 9 in the amount of \$150,000.00.
17. Intercreditor and Subordination Agreement between Citizens Bank of Pennsylvania, Urban Redevelopment Authority of Pittsburgh, a redevelopment authority and Friendship Development Associates, Inc., dated October 2, 2007 and recorded October 3, 2007 in Mortgage Book Volume 34536, page 380. Amended and Restated Intercreditor and Subordination Agreement dated November 17, 2009 and recorded November 19, 2009 in Mortgage Book Volume 37452, Page 280.
18. Open-End Mortgage and Security Agreement between Friendship Development Associates, Inc., a Pennsylvania corporation to Urban Redevelopment Authority of Pittsburgh, a redevelopment authority dated October 2, 2007 and recorded October 3, 2007 in Mortgage Book Volume 34536, page 398 in the amount of \$250,000.00. Duquesne Light right of way released on November 20, 2008 in Mortgage Book Volume 36790, page 35.
19. Mortgage between Friendship Development Associates, Inc., a Pennsylvania corporation to Urban Redevelopment Authority of Pittsburgh, a redevelopment authority dated October 2, 2007 and recorded December 11, 2007 in Mortgage Book Volume 34803, page 439 in the amount of \$650,000.00.
20. Assignment of Leases and Rents between Friendship Development Associates, Inc., and Urban Redevelopment Authority of Pittsburgh, dated October 2, 2007 and recorded October 3, 2007 in Deed Book Volume 13397, page 201.
21. UCC Financing Statement between Friendship Development Associates, Inc., and Urban Redevelopment Authority of Pittsburgh, filed October 3, 2007 in Mortgage Book Volume 34536, page 592 and UCC Volume 59, page 358.

22. UCC Financing Statement between Friendship Development Associates, Inc., and Urban Redevelopment Authority of Pittsburgh, filed with the Secretary of the Commonwealth of Pennsylvania on October 5, 2007 at Instrument No. 2007100503091.
23. Mortgage and Security Agreement between Friendship Development Associates, Inc. and PHFA dated October 16, 2009 and recorded October 16, 2009 in Mortgage Book Volume 37321, page 19 in the amount of \$250,000.00.
24. Mortgage between Friendship Development Associates, Inc., to Urban Redevelopment Authority of Pittsburgh, dated November 17, 2009 and recorded November 19, 2009 in the Mortgage Book Volume 37452, page 268 in the amount of \$250,000.00.
25. Amendment to Open-End Construction Mortgage and Security Agreement dated November 17, 2009, and recorded November 19, 2009 in Mortgage Book Volume 37452, Page 262.

NOTE: all Declarant mortgages and related liens or security interests will be released from the Unit purchaser's Unit at the time of purchase.

EXHIBIT D
PLATS AND PLANS

