The RE-STATED BY-LAWS

OF

900 WASHINGTON CORPORATION

900 WASHINGTON CORPORATION

BY-LAWS

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900 WASHINGTON CORPORATION
LOCATED IN MT. LEBANON, ALLEGHENY COUNTY, PENNSYLVANIA

BY-LAWS

ARTICLE I

Principal Office and Place of Business

Section 1. Principal Office: The principal office of the Corporation shall be located in Mt. Lebanon, Commonwealth of Pennsylvania, at 900 Washington Road, or at such other place or places as may from time to time be designated by the Board of Directors.

Section 2. Additional Offices: The Corporation may have additional offices as such places as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Definitions

The following terms have the following meanings whenever used throughout these By-laws:

Section 1. Articles of Incorporation: The document filed for record in and accepted by the Secretary of the Commonwealth of Pennsylvania, and which organizes the Corporation as a nonprofit corporation.

Section 2. Board of Directors (or "Board"): The executive and administrative entity of the Corporation designated or elected as provided in the Articles of Incorporation and in the By-laws to act for and direct the affairs of the Corporation in the interests of the Members.

Section 3. By-laws: These By-laws established for the purpose of managing and directing the affairs of the Corporation, and such amendments hereto as may be made from time to time in accordance with the By-laws.

Section 4. Common Areas: All of the Property, other than the Dwelling Units, for which the Corporation will assume the responsibilities of maintenance, renovation and/or replacement.

Section 5. Cooperative Fees: The estimated amount in cash which the Board of Directors from time to time in its judgment determines to be necessary or proper for (a) the operation, maintenance, care, alteration and improvement, including capital improvements, of the Property during the year or portion of the year for which such determination is made; (b) the creation of such reserves as it may deem proper; and (c) the payment of any obligations, borrowings, debts, liabilities or expenses incurred (even though incurred during a prior period) or to be incurred, after giving consideration to (i) income expected to

be received during such period (other than from Occupancy Agreements), and (ii) cash on hand which the Board of Directors in its discretion may choose to apply. The Cooperative Fees may be adjusted or redetermined from time to time by the Board of Directors in accordance with and subject to the limitations of, the By-laws and the Occupancy Agreement.

Section 6. Corporation: 900 Washington Corporation, a Pennsylvania nonprofit corporation.

Section 7. Dwelling Unit: An individual dwelling unit, as such dwelling unit is identified by a certificate of Shares, as described in an Occupancy Agreement executed in connection with said certificate of Shares. Such Dwelling Unit shall consist of the rooms in the Property as partitioned on the date the Occupancy Agreement is executed and designated by a unit number specified in the Occupancy Agreement, together with the storage locker and parking space(s), if any, assigned to such Dwelling Unit; which includes the right to the use of the appurtenances and fixtures and any closets, patios, balconies, or portion thereof outside of the Dwelling Unit which are allocated exclusively to the Occupant of the Dwelling Unit, and the right to use the personal property in the Dwelling Unit.

Section 8. First Share Lien: The first security interest of a Share Lender in a Member's Shares and Occupancy Agreement securing a Share Loan to the Member by a Share Lender.

Section 9. First Share Lien Notification: Notification to the Corporation by the Member of the existence of a First Share Lien and the identity of the Share Lender holding or owning said Lien.

Section 10. House Rules: The published rules and regulations for the use and operation of the Property and of the Corporation as adopted from time to time by the Board of Directors of the Corporation pursuant to the provisions of these By-laws of the Corporation.

Section 11. Managing Agent: The person or entity employed by the Corporation at the direction of the Board of Directors, pursuant to these By-laws, to perform such duties as the Board of Directors may authorize.

Section 12. Member: The owner of Shares, the ownership of which entitles the Member to execute an Occupancy Agreement. By virtue of ownership of Shares, the Member shall be a member of the Corporation. The Corporation shall make membership available on a voluntary basis, without any social, political, racial, or religious discrimination and without any discrimination on the basis of age, sex, marital status, handicap, or sexual preference, to all persons who can make use of its services and are willing and able to accept the responsibilities of membership.

Section 13. Occupancy Agreement: The proprietary lease agreement that governs the relationship between the Corporation and the Member, as Occupant.

Section 14. Occupant: Any legal person or persons (including a corporate person so long as said corporate person does not jeopardize the Corporation's qualification under Section 216 of the Internal Revenue Code of 1954, as amended), occupying any Dwelling Unit in the Property under any Occupancy Agreement or other lease of a Dwelling Unit, any member of his or her family, any subtenants, whether or not in residence, any servants, employees, agents, visitors and any guests, assignees, invitees or licensees of such legal person or persons, member of his or her family or subtenant.

Section 15. Officers: The persons elected by the Board of Directors pursuant to the By-laws to perform such duties as are specified in the By-laws and by the Board of Directors.

Section 16. Property: All of the buildings and real property owned by and belonging to the Corporation, along with the improvements, fixtures and other property located thereon having the following address: 900 Washington Road, Mt. Lebanon, Pennsylvania 15228, and all of the personal property owned by and belonging to the Corporation.

Section 17. Proportionate Share: The proportionate share set forth in the Occupancy Agreement.

Section 18. Registered Share Lender: The Share Lender registered by the Corporation upon receipt of a First Share Lien Notification from the Member.

Section 19. Registered Share Loan: The Share Loan secured by the First Share Lien referred to in a First Share Lien Notification received by the Corporation from the Member.

Section 20. Replacement Reserve Fund: The repair and replacement reserve fund established by the Corporation and maintained in accordance with the By-laws, to be used as a repair and replacement fund and for other appropriate corporate purposes as determined by the Board of Directors in accordance with the By-laws.

Section 21. Share Lender: Holder(s) or owner(s) of a first security interest in, or First Share Lien on, any Shares and/or an Occupancy Agreement.

Section 22. Share Loan: An advance of money by a Share Lender to a Member with a promise to repay, secured and collateralized by pledge, security interest, mortgage, lien, assignment or other hypothecation or transfer of the Shares and the Occupancy Agreement relating to a Dwelling Unit owned by such Member.

Section 23. Shares: Shares of stock in the Corporation, issued and outstanding from time to time.

Section 24. Special Charges: Costs incurred and/or assessed by the Corporation and owed by a Member for maintenance and upkeep of the Member's Dwelling Unit, including appurtenances thereto and fixtures and personal property therein, if the Member fails or refuses to pay such costs himself, or as otherwise assessed by the Board of Directors pursuant to the By-laws and the Occupancy Agreement.

Section 25. Total Purchase Price: The amount necessary to purchase a Member's Shares allocated to a Dwelling Unit, which Total Purchase Price will include an amount equal to the Member's Share Loan, if any, an amount equal to the cash down payment, and any other sums payable by the Member to purchase his Shares.

ARTICLE III

Meetings of Members

Section 1. Annual Meeting: The annual meeting of the Members of the Corporation, for the election of Directors and for such other business as may properly come before such meeting, shall be held April or May in each year on a date and at such time and place as may be designated by the Board of Directors. The notice of the meeting shall be in writing and signed by the President or the Vice-President or the Secretary or and Assistant Secretary and shall include the proposed agenda for the meeting. Such notice shall state the time and the place where it is to be held, which shall be within the County of Allegheny, Commonwealth of Pennsylvania, and the Secretary shall cause a copy thereof to be delivered personally or mailed to each Member of record of the Corporation entitled to vote at such meeting not less than five (5) nor more than thirty (30) days before the meeting. If mailed, it shall be directed to each such Member at the Member's address as it appears on the records of the Corporation, unless the Member shall have filed with the Secretary of the Corporation a written request that notices intended for the Member be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the President, or the Board of Directors, or by members owning at least twenty percent (20%) of all the votes entitled to be cast. At any time, upon written request of any person entitled to call a special meeting, it shall be the duty of the Secretary to call a special meeting of Members, to be held at such time as the secretary may fix, not less than ten (10) or more than sixty (60) days after receipt of the request. If the Secretary shall neglect or refuse to issue such call, the person or persons making the request may do so. A notice of each special meeting, stating the time, place and purpose thereof and the officer or other person or persons by whom the meeting is called, shall be served, either personally or by mail, on each Member of record, at least five (5) days but not more than thirty (30) days before such meetings. No business shall be transacted at any special meeting except as stated in the notice.

Section 3. Notice: Each Member who is entitled to notice of a meeting of Members shall have waived notice if he duly executes in writing and files with the records of Members' meetings a waiver of notice of the time, place, and purpose of such meeting either before or after said meeting, or is present at said meeting in person or by proxy.

Section 4. Quorum; Adjournments; At each meeting of Members, Members representing, in person or by proxy, more than thirty percent (30%) of the votes entitled to be cast shall constitute a quorum; in case a quorum shall not be present at any meeting, the meeting may be adjourned to some future time and placed by a majority vote of all votes represented at such meeting at which a quorum is not present. No notice of the time and place of the adjourned meeting need be given other than by announcement at the meeting.

At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a meeting which has been duly called and convened and at which a quorum is present at the time counted may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 5. Voting: At each meeting of Members, the total number of Shares appurtenant to each Dwelling Unit will be entitled in the aggregate to one vote on each matter submitted to a vote at a meeting of the Members; provided, however, that in no event shall a Member ever be able to cast, on any matter submitted to a vote, more than one vote, regardless of the number of Shares owned or Dwelling Units leased by said Member. Proxies shall be in writing duly signed by the Member but need not be acknowledged or witnessed, and the person named as proxy by any Member shall be a Member, or his duly authorized attorney-in-fact. Unless the proxy provides otherwise, it shall not be valid more than eleven (11) months after its date Voting by Members shall be by voice vote unless any Member present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Member voting and the number of the certificate of Shares owned by him, and in addition, the name of the proxy of such ballot if cast by a proxy. Unless otherwise specified in these By-laws or the Articles of Incorporation, the affirmative vote of a majority of the votes represented at any meeting of Members shall be necessary to decide any question brought before such meeting. Where the ownership of Shares is in more than one person, the vote entitled to be cast will be governed by the applicable provisions of the laws of the Commonwealth of Pennsylvania.

Section 6. Order of Business: So far as consistent with the purpose of the meeting, the order of business of each meeting of Members shall be as follows:

(a) Call to order;

(b) Presentation of proofs of due calling of the meeting;

(c) Proof of quorum;

(d) Reading of minutes of previous meeting or meetings, unless waived;

(e) Reports of officers and committees;

(f) Appointment or election of inspectors of election if requested;

(g) If the annual meeting or a special meeting called for that purpose the election of directors;

(h) Such other business as shall be prescribed by the public or published agenda; and

(i) Adjournment.

ARTICLE IV

Directors

Section 1. Number, Qualifications and Term of Office

a. The Board of Directors shall be composed of five (5) persons.

b. All persons elected to the Board of Directors shall be shareholders of 900 Washington Corporation.

c. Each Director will serve a term of three (3) years. All elected Directors shall hold office until the election and qualification of their respective successors; or until their own death, adjudication of incompetency, removal or resignation, whichever comes first.

Section 2. Elections:

a. Election of Directors shall take place at the annual meeting of the 900 Washington Corporation shareholders. In any given year no more than two (2) Directors shall be elected to serve a full term.

Section 3. Quorum: A majority of the Directors then authorized by these By-laws shall constitute a quorum.

Section 4. Vacancies: Vacancies on the Board of Directors shall be filled by a majority of the remaining Directors, prior to any further actions taken by the Board. Each person so elected shall serve until his successor is elected at the next annual meeting, or any special meeting duly called for that purpose. The term of office of any Director elected to fill a vacancy will be the unexpired term of the Director being replaced.

Section 5. Meetings: The Board of Directors shall meet as soon as practicable after the annual meeting of Members and also whenever called together by any officer of the Corporation or upon the written request of any two (2) Directors then holding office, upon notice given to each Director, by delivering personally, mailing, or telegraphing the same to him at least two (2) days prior to such meeting at the last address furnished by him to the Corporation. Regular meetings may be held without notice at such times and places as a majority of the Board of Directors may determine, but such meetings shall be held at least once every three (3) months during each fiscal year. Any meeting of the Board of Directors at which all the Directors shall be present, or of which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of the Board of Directors may be held either at the principal office of the Corporation or elsewhere within the Commonwealth of Pennsylvania as provided in the notice calling the meeting, unless the Board of Directors by resolution adopts some further limitation in regard thereto. At all meetings of the Board of Directors, each Director shall be entitled to one (1) vote. The vote of a majority of the Directors present at the time of a vote of a duly constituted meeting

shall be the act of the Board of Directors, except as may be otherwise provided for in the Articles of Incorporation of the Corporation.
The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceeding occurring at such meetings. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 6. Resignation and Removal: Any Director may resign at any time by written notice delivered in person or sent by certified or registered mail to the President or Secretary of the Corporation. Any one or more of the Directors elected by the Members may be removed with or without cause at any time by the affirmative vote of at least a majority of the votes entitled to be cast by the Members at a Member's meeting duly called for that purpose. [1]At the discretion of the Board of Directors, a Director is subject to automatic removal from the Board of Directors in the event that he/she fails to attend three or more regularly scheduled Board of Director meetings in a 12 month period.

Section 7. Annual Cash Requirements; Cooperative: Fees The Board of Directors shall, from time to time, determine the cash requirements as defined in these By-laws and fix the terms and manner of payment of Cooperative Fees under the Corporation's Occupancy Agreements. The Board of Directors shall have the power to prescribe the manner of maintaining and operating the Property and the Common Areas thereof and to determine the cash requirements of the Corporation to be paid as aforesaid by the Members under their respective Occupancy Agreements.

Section 8. Committees: The Board of Directors may by resolution appoint committees as it may deem appropriate. Such committees shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the Corporation during the intervals between and meetings of the Board of Directors as may be determined by the authorizing resolution of the Board of Directors and so far as may be permitted by law. No committee shall have power to determine or fix the cash requirements for the Corporation or the Cooperative Fees as fixed by the Board of Directors.

Section 9. Salaries: No salary or other compensation for services shall be paid to any Director of the Corporation for services rendered unless and until any such payment shall have been authorized at a duly held meeting of Members, by the affirmative vote of sixty-seven (67%) percent of the votes entitled to be cast at such Members' meeting.

Section 10. Powers and Duties: The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are provided for by the Articles of Incorporation of the Corporation and By-laws as are necessary and done by the Corporation. The Board of Directors shall have the power from time to time to adopt the House Rules as deemed

[1] As amended by an affirmative vote of the Shareholders on May 22, 2001 and recorded with the Recorder of Deeds of Allegheny County at Deed Book Volume 11289, page 112.

necessary for the efficient operation of the Property and for the safety, benefit, and enjoyment of the Members and Occupants. In addition to the duties imposed by these By-laws or by any resolution of the Members that may hereafter be adopted, the Board of Directors shall, on behalf of the Corporation:

(a) Prepare and adopt an annual operating budget and capital budget, in which there shall be established the Cooperative Fees for each Dwelling Unit;

(b) Provide for the operation, care, upkeep, and maintenance of all the Property and services and operations of the Corporation;

(c) Engage a Managing Agent who will manage the maintenance, operation and repair of the Property and provide services for the Property under such terms as the Board of Directors may determine;

(d) Collect the Cooperative Fees, including the costs of collection together with reasonable attorneys' fees and costs necessary thereto, deposit the proceeds thereof in bank depositories designated by the Board of Directors, and use the proceeds to carry out the administration and operation of the Corporation;

(e) Make, amend and enforce the House Rules;

(f) Open bank accounts on behalf of the Corporation and designate the signatures thereon, and invest the funds of the Corporation for the benefit of the Corporation:

(g) Make, or contract for the making of, repairs, additions, restoration, and improvements to or alterations of the Property in accordance with these By-laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or as may otherwise be necessary;

(h) Enforce by legal means the provisions of the Articles of Incorporation, these By-laws, all Occupancy Agreements, and the House Rules; including the right to exercise any and all legal rights and remedies of the Corporation against defaulting Members and to satisfy the First Share Lien of Share Lender against a defaulting Member; and act on behalf of the Corporation with respect to all matters arising out of any eminent domain proceeding.

(i) Obtain and carry insurance against casualties and liabilities, as provided in these By-laws, and pay the premiums therefore and adjust and settle any claims thereunder;

(j) Pay the cost of all authorized services rendered to the Corporation;

(k) Keep the books with detailed accounts in chronological order of the receipts and expenditures affecting the Property and the administration of the Corporation specifying the expense of maintenance and repair and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Members and Share Lenders, their duly

authorized agents or attorneys, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Members. All books and records shall be kept in accordance with generally accepted accounting practices and standards consistently applied, and the same shall be audited and certified at least once each year by an independent accountant retained by the Board, who shall not be a resident of the Property or a Member;

(l) [2] Borrow money on behalf of the Corporation when required in connection with any instance relating to the operation, care, upkeep, and maintenance of the Property or other needs of the Corporation; provided, however, that the amount of sixty-seven percent (67%) of the votes entitled to be cast by the Members at a meeting duly called and held for such purpose in accordance with the provisions of these By-laws, shall be required to borrow any sum in excess of One hundred thousand dollars($100,000) in the aggregate during any one calendar year;

(m) Enter into recognition agreements or other contracts with institutional lenders who wish to finance loans for Members of the Corporation which are secured by the Members' Shares and Occupancy Agreement. The Board is authorized to agree and to enter into such agreements on terms the Board deems to be in the best interests of the Corporation;

(n) Approve the transfers of certificates of Shares, which approval shall not be unreasonably withheld, provided that the Board of Directors shall have the right to withhold its approval of any proposed transfer of Shares if, in the Board' sole discretion, such as transfer might affect the Corporation's qualification under Section 216 of the Internal Revenue Code of 1954, as amended, or might affect the ability of the Corporation, its Members, or any Share Lender to obtain, or to be or remain eligible for, financing with or through FNMA, FHLMC, FHA, VA, and National Cooperative Bank, or any other similar body or entity, or would result in 17 Dwelling Units being occupied by other than the Member who owns such Dwelling Unit, a member of his immediate family or such Member's parent(s), and provided that no transfer shall be approved unless the purchaser is proven to the Board's satisfaction to be financially responsible, and only if no sums whatsoever are due the Corporation from the transferring Member and there is no default of any kind by such transferring Member under these By-laws, the Occupancy Agreement, the House Rules, or of any other obligations owed the Corporation.

(p)[3] The Board of Directors is restricted from spending any sum in excess of Twenty-Five Thousand Dollars ($25,000) in the aggregate for Capital Improvements to the property during any one calendar year unless there is approval of no less than fifty-one percent (51%) of the total votes entitled to be cast. Said votes may be cast at a special meeting called for that purpose, at an annual meeting, by mail ballot or by petition. The total necessary for approval is fifty-one (51%) of the votes cast of all Members."

[2] As amended by an affirmative vote of the Shareholders on May 26, 2004 and recorded with the Recorder of Deeds of Allegheny County at Deed Book Volume 12158, page 471.
[3] As amended by an 77% affirmative vote of the Shareholders dated May 25, 2017

Notwithstanding the above, in the event of a "financial emergency" of the property, after due diligence and in good faith, the Board at its discretion may allocate sufficient monies to correct the problem. However, within twenty-one (21) days the Board must convene a Special Meeting of the Shareholders of the Corporation to discuss the problem and its management.

The Board may waive any default in connection with the approval of the transfer if such approval is conditioned upon the prompt curing of any such default prior to or concurrently with the completion of the transfer; provided, however, the Board shall have no right to approve or disapprove:

(1) a pledge or collateral assignment of Shares and an Occupancy Agreement by a Member to a Share Lender with which the Corporation has entered into a recognition agreement; and

(2) a transfer of Shares and an Occupancy Agreement to a Share Lender pursuant to or in satisfaction of an exercise of said Share Lender's rights under its security instruments.

(o) Do such other things and acts not inconsistent with the applicable laws of the Commonwealth of Pennsylvania, of the Articles of Incorporation, and these By-laws, which the Board of Directors may be authorized to do by a resolution of the Members.

Section 11. Director's Standard of Care and Obligations:

(a) A director of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his duties as a director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a director 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:

(1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

A director 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.

(b) In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standard set forth in subsection (a) of this Section 11.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

Section 12. Limitation of Personal Liability of Directors: A director of the Corporation shall not be personally liable to the Corporation or the Members of the Corporation or to any other person for monetary damages as such for any action taken, or for any failure to take any action unless (i) the director has breached or failed to perform the duties of his office under Article IV of these By-laws, and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The limitation on liability appearing in this Section 12 shall not apply, however, to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for the payment of taxes pursuant to local, State or Federal law.

ARTICLE V

Officers

Section 1. Election and Removal: The officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer. Such officers shall be elected at the first meeting of the Board of Directors after these By-laws become effective, and thereafter at the regular meeting in each year following the annual meeting of Members, and shall serve until removed or until their successors shall have been elected. The Board of Directors may at any time or from time to time appoint one or more Assistant Secretaries and one or more Assistant Treasurers to hold office at the pleasure of the Board of Directors and may accord to such officers such power as the Board of Directors deems proper. Any officer may be removed at any time, if the Board of Directors in its judgment finds that such removal would be in the best interest of the Corporation, by the affirmative vote of a majority of the then-authorized total number of Directors. One person may hold more than one (1) office at the same time, except that the President and the Secretary may not be the same person. Vacancies occurring in any office may be filled by the Board of Directors at any time.

Section 2. Duties of President and Vice-President: The President shall preside at all meetings of the Members and of the Board of Directors. The President or the Vice-President shall sign in the name of the Corporation all contracts, leases, and other

instruments which are authorized from time to time by the Board of Directors. The President, subject to the control of the Board of Directors, shall have general management of the affairs of the Corporation and perform all the duties incidental to the office. In the absence of the President or the inability of the President to act, the Vice-President shall have the powers and perform the duties of the President.

Section 3. Duties of Treasurer: The Treasurer shall have the supervisory authority over the care and custody of all funds and securities of the Corporation and shall direct the deposit of such funds in the name of the Corporation in such savings and loan associations, secure investment funds, banks, or trust companies, federally insured, as the Board of Directors may determine and shall perform all other duties incidental to his office. If so required by the Board of Directors, the Treasurer shall, before receiving any such funds, furnish to the Corporation a bond with a surety company as surety in such form and amount as said Board of Directors from time to time shall determine. The premium upon such bond shall be paid by the Corporation. Within one (1) month after the close of each calendar year, the Treasurer shall cause to be furnished to each Member whose Occupancy Agreement is then in effect a statement of the Corporation, its agent or accountant of any deductions available for income tax purposes on a per-share basis and indicating thereon on a per-share basis any such other information as may be necessary or useful to permit Members to compute their income tax returns with respect thereto. Within three (3) months after the end of each fiscal year, the Treasurer shall cause to be transmitted to each Member whose Occupancy Agreement is then in effect an annual report of operations and balance sheet of the Corporation. In the absence or inability of the Treasurer, the Assistant Treasurer, if any shall have all the powers and perform all the duties of the Treasurer.

Section 4. Duties of Secretary: The Secretary shall keep the minutes of the meetings of the Board of Directors and of the meetings of Members and shall attend to the giving and serving of all notices of the Corporation and shall be empowered to affix the corporate seal to all written instruments authorized by the Board of Directors or these By-laws. The Secretary shall also perform all other duties incidental to his office. The Secretary shall cause to be kept a book containing the names, alphabetically arranged, of all persons who are Members of the Corporation, showing respectively their places of residence, the number of Shares held by them, the date when they became the owners thereof, and the amount of all Shares issued. Such books shall be open for inspection as provided by law. In the absence or inability of the Secretary, the Assistant Secretary, if any, shall have the powers and perform all the duties of the Secretary.

Section 5. Salaries: No salary or other compensation for services shall be paid to any officer of the Corporation for services rendered unless and until any such payment shall have been authorized at a duly held meeting of Members, by the affirmative vote of sixty-seven (67%) percent of the votes entitled to be cast at such Member's meeting.

ARTICLE VI

Occupancy Agreements

Section 1. Form: The Board of Directors shall adopt a form of Occupancy Agreement to be used by the Corporation for the Occupancy of all Dwelling Units in the Property. Such Occupancy Agreement shall be for such term and shall contain such

restrictions, limitations, and provisions with respect to the assignment thereof, the subletting of the Dwelling Unit, and the sale and/or transfer of the Shares appurtenant thereto, and such other terms, provisions, conditions, and covenants as the Board of Directors may determine. After an Occupancy Agreement in the form so adopted by the Board of Directors shall have been executed and delivered by the Corporation, it may not be altered or modified, unless a vote of variation of any one Occupancy Agreement is both authorized by at least a majority of the votes entitled to be cast, and by an instrument executed by a duly authorized Officer and the affected Member. The form of future Occupancy Agreements may be changed by the approval of at least a majority of the votes entitled to be cast. Approval by Members as provided for herein shall be exercised by written consent or by affirmative vote in a meeting called for such purpose.

Section 2. Allocation of Shares: The Shares allocated to each Dwelling Unit shall be issued in an amount determined by the Board of Directors and shall be represented by a single certificate.

Section 3. Assignment of Occupancy Agreement or Transfer of Shares; Assignments: Occupancy Agreements and Shares shall be assigned or transferred only in compliance with, and shall never be assigned or transferred in violation of, the terms, conditions, or provisions of such Occupancy Agreements and these By-laws and of applicable federal and state security disclosure laws. Any assignment in violation thereof shall be null and void and of no effect. A duplicate original of each Occupancy Agreement shall always be kept on file in the principal office of the Corporation. No assignment of any Occupancy Agreement or transfer of the Shares shall take effect as against the Corporation for any purpose until a written application as formulated by the Board of Directors has been delivered to the Board of Directors and the Board of Directors has consented in writing. Such consent shall not be unreasonably withheld or delayed, except that the Board of Directors shall have the right to withhold its consent if, in the Board's sole discretion, such an assignment of any Occupancy Agreement or transfer of Shares might affect the Corporation's qualification under Section 216 of the Internal Revenue Code of 1954, as amended, or might affect the ability of the Corporation, its Members, or any Share Lender to obtain or to be or remain eligible for, financing with or through FNMA, FHLMC, FHA, VA, National Cooperative Bank, or any other similar body or entity, or would result in 17 Dwelling Units being occupied by other than the Member who owns such Dwelling Unit, a member of his immediate family or such Member's parents, and except that no transfer shall be consented to unless to a purchaser proven to the Board of Director's satisfaction to be financially responsible; provided however, that no consent of the Corporation shall be required in connection with any transfer to any Share Lender with which the Corporation has entered into a recognition agreement. The Corporation shall not consent to any assignment of an Occupancy Agreement or transfer of Shares by a Member until the assignee has assumed and agreed to perform and comply with all the covenants and conditions of the Occupancy Agreement, these By-laws, Articles of Incorporation, and House Rules or has entered into a new Occupancy Agreement, all Shares appurtenant to the Occupancy Agreement have been transferred to the assignee, all sums due have been paid to the Corporation, and all necessary consents have been properly obtained. The action of the Board of Directors with respect to the written application for consent to a proposed assignment of an Occupancy Agreement or transfer of Shares must be made within thirty (30) days after receipt of said written application or consent shall be deemed to have been given. Any assignment or transfer not made in accordance with these requirements shall be

null and void and of no effect. No person to whom the interest of a Member shall pass by operation of law shall be entitled to assign any occupancy Agreement except in accordance with such Occupancy Agreement and these By-laws. Notwithstanding the above, nothing contained in this Section 3 shall prohibit the assignment for security purposes of any Shares and any Occupancy Agreement to a Share Lender or other secured party for the purpose of financing or refinancing the purchase of Shares; provided, however, the Board of Directors shall be given written notice of such assignment for security purposes, together with a copy of the executed note, security, or pledge agreement and related documents.

Section 4. Lost Occupancy Agreement: In the event that any Occupancy Agreement in full force and effect is lost, stolen, destroyed, or mutilated, the Board of Directors may authorize the issuance of a new Occupancy Agreement in lieu thereof, in the same form and with the same terms, provisions, conditions, and limitations. The Board of Directors may, in its discretion, before the issuance of any such new Occupancy Agreement, require the Member thereof or the legal representative of the Member to make an affidavit or affirmation setting forth the facts relating to the loss, destruction or mutilation and such related matters as the Board of Directors may deem necessary, and to give the Corporation a bond in such reasonable sum as the Board of Directors may direct to indemnify the Corporation.

[4]Section 5. Exterior Parking: No Occupancy Agreement shall provide, nor shall the Board authorize or permit the designation of any exterior parking space now or hereafter located on the Property for exclusive or reserved use by any Member, occupant or other person or entity.

[4]Section 6. Subleasing of Parking Spaces: No parking space now or hereafter constructed on the Property, whether interior or exterior, may be leased, subleased or subject to any form of license or agreement which permits the use of such parking space by any person or persons not in actual occupancy of a Dwelling Unit under any Occupancy Agreement.

[4]Section 7. Allocation of Extra Parking Spaces: Each Occupancy Agreement entered into by the Corporation after the date of this Amendment shall designate one interior parking space for the exclusive use of the Occupant under such Occupancy Agreement. All interior parking spaces not so reserved for exclusive use by Occupants ("Surplus Spaces") shall be allocated to Members by the Board of Directors in such manner as is deemed by the Board of Directors to be in the best interests of the Corporation. All income received by the Corporation as a result of the allocation of the Surplus Spaces, whether such income be an initial fee, periodic rental payments or otherwise, shall constitute income to and be payable to the Corporation.

In determining the use of Surplus Spaces, the Board of Directors shall abide by the following procedure and may implement such further procedures as are consistent herewith:

(a) Any Member requesting exclusive use to a Surplus Space shall submit a written request to the Board of Directors requesting the allocation of such Surplus Space

[4] As amended by an affirmative vote of the Shareholders on November 19, 1987.

to the Dwelling Unit described in such Member's Occupancy Agreement. Notice of the availability of a Surplus Space shall be given to all Members of record as of the date the Board of Directors determines such availability. In the event that more requests from Members are received than spaces available, the Board shall determine by lottery the order in which requesting Members shall have an opportunity to obtain a Surplus Space. No requesting member shall be entitled to more than one Surplus Space.

(b) Upon the initial determination of priority of right to obtain Surplus Spaces, the Board of Directors shall maintain a list to which Members shall be added on a 'first come, first served basis' which shall control the order in which Surplus Spaces shall be offered to Members in the event additional spaces become available.

(c) The right to use a Surplus Space shall not be assignable nor shall the right to use such space be subject to sublease or other agreement whereby any person other than the person or persons actually occupying a Dwelling Unit to which such reserved space is attached may utilize such Surplus Space. In the event of transfer of a Member's Share of Stock, such Member's right to use any Surplus Space shall terminate and the Board of Directors shall offer such Surplus Space to the next succeeding Member identified on the list maintained by the Board of Directors for such purpose.

(d) The Board of Directors shall make the Surplus Spaces available pursuant to the terms of a lease on such terms and conditions as the Board of Directors shall reasonably require.

ARTICLE VII

Shares

Section 1. Shares and Occupancy Agreement: No Shares hereafter issued or acquired by the Corporation shall be issued or reissued except in connection with the execution by the purchaser and delivery by the Corporation of an Occupancy Agreement of a Dwelling Unit in the Property. The ownership of Shares shall entitle the holder thereof to occupy the Dwelling Unit for residential use and only for such purposes as may be specified in these By-laws and in the Occupancy Agreement to which the Shares are appurtenant, subject to the provisions, covenants, and agreements contained in such occupancy Agreement and to these By-laws and the House Rules.

Section 2. Form and Share Register: Certificates representing the Shares shall be in the form adopted by the Board of Directors and shall be signed by the President or the Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and sealed with the seal of the Corporation, and shall be numbered in the order in which issued. Such signatures and seal may be facsimiles when and to the extent permitted by applicable statutory provisions. Certificates shall be issued in consecutive order and there shall be recorded the name of the person holding the Shares, the number of Shares and the date of issue. Each certificate exchanged or returned to the Corporation shall be canceled and the date of cancellation shall be indicated thereon and such certificate shall be retained in the Corporation records.

Section 3. Issuance of Certificates: Shares appurtenant to each Occupancy Agreement shall be issued in the amount allocated by the Board of Directors to the Dwelling Unit and shall be represented by a single certificate. Any change in the number of Shares appurtenant to each Occupancy Agreement will be governed by the provision of Section 2 of Article VI hereof.

Section 4. Transfers: Transfers of Shares shall be made upon the books of the Corporation only by the Member in person or by power of attorney or stock power with a signature guarantee executed by guarantor acceptable to the Corporation, duly executed and filed with the Secretary of the Corporation and on the surrender of the certificate for such Shares. Shares sold by the Corporation to satisfy any lien which it holds thereon may be transferred without the surrender of the certificate representing such Shares.

Section 5. Corporation's Lien: The Corporation shall have a valid first lien, except as hereinbelow subordinated, upon the entire interest of each Member in the Corporation and upon all fixtures, appliances and equipment located in the Dwelling Unit, and all drapes and attached floor coverings placed in or about the Dwelling Unit, including those provided by the Member, whether exempted by law or not, to secure the payment of any and all sums and the performance of any and all obligations which are or may at any time become due from the Member to the Corporation pursuant to any provision in these By-laws, the Articles of Incorporation, the Occupancy Agreement or the House Rules. This lien shall remain in effect at all times until full payment of all such sums and until final performance of all such obligations. To evidence this lien, all issued and outstanding Shares of the Corporation shall be continuously and irrevocably pledged as security to the Corporation. In the event the Member fails to make full and timely payment of any sum or sums due and owing by the Member to the Corporation or in the event the Member fails to perform the Member's obligations as required pursuant to any provision in the By-laws, the Articles of Incorporation, the Occupancy Agreement or the House Rules, and such failure continues uncured for more than thirty (30) days after written notice specifying the default from the Corporation to the Member (and to any Share Lender of the Member), then the Corporation shall have the irrevocable and immediate right to take physical possession of said Shares and of the Dwelling Unit and to exercise all rights and remedies available to the Corporation under these By-laws, the Articles of Incorporation, the Occupancy Agreement, the House Rules and applicable law, including all the rights and remedies of a secured party under the Uniform Commercial Code, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently. Waiver or failure to exercise any such right or remedy shall not be construed as a waiver or release of the same or any other right or remedy. The Corporation shall exercise such rights in the event the Member fails to make any payment of any sum or sums due or owing by the Member to the Share Lender and the Share Lender has requested the Corporation to so act as required by a recognition agreement between the Share Lender and the Corporation and the Member. If notice is required by law to be made to the Member before any sale, not less than five (5) days' written notice to the Member prior to the time of any public sale or the time after which any private sale may be held shall be reasonable. The aforesaid lien of the Corporation shall be subordinate to any lien or security interest in favor of the Share Lender, except for that portion of the Cooperative Fees due from the Member equal to Member's pro rata share of the Corporation's obligations for prior and current years' real estate taxes and special assessments, and except for that portion of the Cooperative Fees which becomes due and payable from and after the date on which a Share Lender takes

possession of the Dwelling Unit or accepts a conveyance of any interest therein or in the Shares (other than as security) . This provision shall not be amended, changed, modified or rescinded without the prior written consent of each affected Share Lender. Any subsequent transferee, assignee or holder of the Shares, whether through judicial proceeding, private or public sale or otherwise shall be subject to all the provisions of these By-laws, the Articles of Incorporation, the Occupancy Agreement, and the House Rules.

Section 6. Lost Certificates: In the event that any Share certificate is lost, stolen, destroyed, or mutilated, the Board may authorize the issuance of a new certificate of the same tenor and for the same number of Shares in lieu thereof. The Board may, in its discretion, before the issuance of such new certificate, require the Member of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the Member, to make an affidavit or affirmation setting forth the facts relating to the loss, destruction or mutilation and such related matters as the Board may deem necessary, and to give the Corporation a bond in such reasonable sum as the Board may direct to indemnify the Corporation.

Section 7. Legend on Share Certificates: Certificates representing Shares shall bear a legend reading as follows:

"The rights of any holder hereof are subject to the provisions of the By-laws, the Articles of Incorporation and the House Rules of 900 Washington Corporation, and to all the terms, covenants, conditions and provisions of the Occupancy Agreement made between the person in whose name this certificate is issued, as Member, and 900 Washington Corporation, for a Dwelling Unit in the premises owned by said corporation. Said Occupancy Agreement limits and restricts the title and rights of any transferee hereof. The Shares represented by this certificate are transferable only as an entirety and only to an approved assignee of such Occupancy Agreement. Copies of the Occupancy Agreement, the By-laws, the Articles of Incorporation and the House Rules are on file and available for inspection at the office of 900 Washington Corporation. The Board of Directors of this Corporation may refuse to consent to the transfer of the Shares represented by this certificate until any indebtedness of the Member to the Corporation is paid. The Corporation, by the terms of said By-laws and Occupancy Agreement, has a first lien on the Shares represented by this certificate, except as subordinated therein."

Such further information shall be added as to the conditions and restrictions relative to Shares as the Board may deem appropriate.

Section 8. Distribution: So that the Corporation's status under Section 216 of the Internal Revenue Code shall not be jeopardized, the Members shall not be entitled (either conditionally or unconditionally) to receive any distribution not out of earnings and profits of the Corporation, except upon a complete or partial liquidation of the Corporation.

Section 9. Permitted Transfers: In the event that a Member shall, while not in default hereunder or under the Occupancy Agreement, or the House Rules, by a valid trust instrument, transfer Shares and the Members' interest in the Occupancy Agreement to a trustee for the sole benefit of the Member, his or her spouse, parent or parents, child or children (provided, however, that the grantor of such trust is treated as the owner thereof for purposes of Section 671 of the Internal Revenue Code of 1954); or if the Member shall

die, and by virtue of any law of inheritance or of a valid will, the ownership of said Shares and the Member's interest in the Occupancy Agreement shall be transferred, without prior consent of the Corporation, to the surviving spouse, parent or parents, and/or child or children under the provisions of the last will and testament of the Member or for the benefit of such surviving spouse, parent or parents, and/or child or children, then it shall not be necessary to secure the Corporation's consent to such transfer and assignment. Shares appurtenant to each Dwelling Unit shall be transferred only as an entirety. No other transfer is permitted without the consent of the Board of Directors, as more fully set forth in Article VI, Section 3 hereof.

ARTICLE VIII

Indemnification

Section 1. Coverage:

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, brought by any party, including by or in the right of the Corporation, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the act or failure to act giving rise to the claim for indemnification is not determined by a court to have constituted willful misconduct or recklessness.

(b) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) of this Section or in defense of any claim, issue or matter therein, he shall also be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(c) Expenses incurred by a director, officer, employee or agent of the Corporation may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of any undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that his is not entitled to be indemnified by the Corporation.

Section 2. Insurance: The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, attorney, accountant, employee and/or agent of the Corporation, or who, while a director, officer, attorney, accountant, employee and/or agent of the Corporation, is or was serving any other entity at the request of the Corporation, in any capacity, against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's

position, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VIII.

Section 3. Provisions Not Exclusive: The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, By-laws, any agreement, vote of Members or disinterested Directors or otherwise.

ARTICLE IX

Operation of the Corporation

Section 1. Determination of Cooperative Fees and Budgets:

(a) Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise determined by resolution of the Board of Directors.

(b) Preparation and Approval of the Budgets. Sixty (60) days before the beginning of each fiscal year, the Board shall adopt a capital budget and operating budget for the Corporation.

(c) Assessment and Payment of Cooperative Fees. The total amount of the estimated funds required for operation of the Corporation and funding of the budgets as set forth in the budgets adopted by the Board shall be assessed or charged as annual cooperative Fees to each Member in accordance with the terms of the Occupancy Agreement in proportion to the respective Shares owned in connection with each Dwelling Unit; provided, however, that the determination of the Cooperative Fees may be rejected, within thirty (30) days after a resolution to such effect is adopted by the Board and announced to the Members: (i) at a meeting called for such purpose by the holders of at least sixty-seven (67%) percent of the votes entitled to be cast or (ii) by a petition signed by the holders of at least sixty-seven (67%) percent of the votes entitled to be cast. If the determination of Cooperative Fees is rejected by the Members, the Board shall determine, by resolution, revised Cooperative Fees, which also may be rejected by the Members and so on until a resolution is adopted which is not rejected by the Members. Further, the Board may, from time to time, unless rejected by the holders of at least sixty-seven (67%) percent of the votes entitled to be cast within thirty (30) days after a resolution to such effect is adopted by the Board and announced to the Members, increase or diminish the amount of the Cooperative Fees previously filed or determined for such year. At the end of each fiscal year, the Board shall supply to all Members an itemized accounting of expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budgets adopted by the Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board either be placed in a special reserve account to be expended solely for the requirements of the Corporation or be

credited to each Member to the next monthly Cooperative Fees due from Members under the current fiscal year's budgets, until exhausted.

(d) Scope of cooperative Fees. The Cooperative Fees shall be sufficient to fund the budgets. In the event any Member fails or refuses to pay the cost of the maintenance and upkeep of the Member's Dwelling Unit or fails to keep such Dwelling Unit in good condition and repair, the Corporation may enter and pay the costs on behalf of such Member or otherwise cure or cause such Dwelling Unit to be maintained in good condition and repair and charge any and all costs incurred in so doing as Special Charges, to such Member as a part of that Member's Cooperative Fees. Special Charges shall be deemed payable as Cooperative Fees.

(e) Commencement of Cooperative Fees; Requirement of Payment. Upon any permitted sale of Shares, other than the initial sale of Shares to Members by the Corporation, the retiring Member shall be responsible for Cooperative Fees to the last day of his ownership and the new Member shall be responsible for payment of Cooperative Fees from his first day of ownership. Thereafter the Member shall pay Cooperative Fees each month in advance. For purposes of these By-laws, ownership shall be deemed to have changed as of the day upon which the Shares are transferred on the official books of the Corporation.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the budgets for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his Cooperative Fees as herein provided whenever the same shall be determined and, in the absence of any annual budgets or adjusted budgets, each Member shall continue to pay each monthly amount of Cooperative Fees at the monthly rate established for the previous fiscal year until new Cooperative Fees are fixed.

(g) Net Savings. The Corporation will handle its net savings as follows:

(1) Allocate or distribute such net savings to all Members in proportion to their Proportionate Share;

(2) Retain them for the actual or potential expansion of its services or the reduction of its charges to Members; or

(3) Use them for such other purposes as may be duly authorized hereunder not inconsistent with its purposes.

(h) Replacement Reserve Fund.

(1) The Board shall provide for, accumulate, and maintain a reserve for replacements on the basis of reasonable estimates and projections for future major repairs and replacements to the Property.

(2) If the Replacement Reserve Fund is inadequate for any reason, including non-payment of any Member's Cooperative Fees, the Board may at any time, unless rejected by at least sixty-seven (67%) percent of the votes entitled to be cast, levy a further assessment of Cooperative Fees which shall be assessed against the Members according to their respective proportional Shares and which may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment of Cooperative Fees on all Members by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment of Cooperative Fees. All Members shall be obligated to pay such adjusted monthly amounts of Cooperative Fees, or, if such further assessment of Cooperative Fees is not payable in installments, then the full amount of such assessment of additional Cooperative Fees

Section 2. Share Lender Registration: The Corporation shall maintain complete and accurate records of all Share Lenders for whom it receives First Share Lien Notifications. upon its receipt of a First Share Lien Notification, the corporation will enter in a register to be maintained by the Corporation the name of the Share Lender, the name of the Member whose Shares and Occupancy Agreement are subject to the Share Lender's First Share Lien, and the number or other designation of the corresponding Dwelling Unit. Within seven (7) business days after its receipt of a First Share Lien Notification, the Corporation will issue to the Registered Share Lender a certificate evidencing its registration.

Section 3. Recognition Agreements: If not materially inconsistent with these By-laws, the Occupancy Agreement or the House Rules, the Board shall approve, in writing, any recognition agreement required in the normal course of business by a Share Lender or prospective Share Lender within twenty-one (21) business days after the receipt of such recognition agreement by the Board with a request for such approval.

ARTICLE X

Insurance

Section 1. Authority to Purchase: Except for the insurance required to be purchased by the Member under the Occupancy Agreement, all insurance policies relating to the Property shall be purchased by the Corporation. The Hoard shall not be liable for failure to obtain any coverages required by this Article X or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable costs. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Pennsylvania with a Best's Rating of A or A+, if available.

Section 2. Physical Damage Insurance: The board of directors shall obtain and maintain, if reasonably available, a blanket, "all-risk" form policy of fire insurance with extended coverage, insuring the entire Property, together with all equipment and machinery

owned by the Corporation contained therein and covering the interests of the corporation, the Board of Directors, officers of the Corporation, all Members, and any Share Lender or secured party, as their interests may appear, in an amount equal to ninety (90%) percent of the then-current replacement costs of the Property (exclusive of the land, excavations, foundations, and their items normally excluded from such coverage), without deduction or depreciation (such amount to be redetermined not less than tri-annually by the Board of Directors).

Section 3. Liability Insurance: The Board shall obtain and maintain, if reasonably available, property damage and liability insurance in such limits as the Board may from time to time determine and as may be reasonably available, insuring each member of the Board and each Officer, against any liability to the public or to the Members (and their invitees, agents, and employees) arising out of, or incident to, the ownership and/or use of the Property. In addition, the Board shall obtain and maintain, if reasonably available, comprehensive Directors' and Officers' Liability Insurance (including libel, slander, false arrest, and invasions of privacy coverage and errors and omissions coverage for officers and directors). In addition, "umbrella" liability insurance in excess of the Primary limits shall also be obtained and maintained, if reasonably available.

Section 4. Fidelity Insurance: The Board must cause to be obtained and maintained adequate fidelity coverage if available to protect against dishonest acts on the part of Officers, Directors, trustees, and employees of the Corporation and all others who handle, or are responsible for handling, funds of the Corporation.

Section 5. Other Insurance: The Board must obtain and maintain:

(a) cooperative rent insurance;

(b) if required by any governmental or quasi-governmental agency, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Veteran's Administration, flood insurance or other insurance or endorsements in accordance with the then applicable requirements of such agency;

(c) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(d) such other insurance, including but not limited to host liquor liability insurance, if available, as the Board may determine, or as reasonably required by FNMA, the Share Lenders, or any similar entity.

The Board shall not be liable for failure to obtain any coverages required by this Section 5 or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable costs.

Section 6. Insurance Trustee: All physical damage insurance policies purchased by the Board shall be for the benefit of the Corporation and the Members, as their interests may appear, and shall provide that, with respect to any loss, the proceeds

thereof shall be paid to the corporation, as Insurance Trustee, to be applied pursuant to the terms of Article XI.

Section 7. Board of Directors as Agent: The Board is hereby irrevocably appointed the agent for each Member, and other named insureds and their beneficiaries and the Share Lender with respect to the Corporation or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

ARTICLE XI

Repair and Reconstruction

Section 1. When Repair and Reconstruction Are Required: Except as otherwise provided in Section 2 of this Article XI in the event of damage to or destruction of all or any of the buildings constituting a part of the Property as a result of fire or other casualty, the Board, under the direction of the Insurance Trustee, shall arrange for the supervise the prompt repair and restoration of the buildings (including any damaged Dwelling Units, but not including any furniture, furnishings, fixtures, equipment, decorations, improvements or other real or personal property supplied or installed by the Members in the Dwelling Units).

Section 2. When Reconstruction Is Not Required: In the event of a fire or other disaster causing loss, damage, or destruction to the Property, if the same is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the property, then within thirty (30) days after the final adjustment of insurance claim if any, or if there is no adjustment then within thirty (30) days after such damage or destruction, the Board of Directors shall call a special meeting of Members for the purpose of determining whether the Property will be reconstructed. Provision for reconstruction of the Property, or a part thereof, shall require the affirmative vote of not fewer than sixty-seven (67%) percent of the votes entitled to be cast. If provision for reconstruction of the Property is not made within sixty (60) days from the final date of the adjustment of such insurance claim then the Members shall adopt a plan of liquidation for the corporation. Except as provided at law, no Member shall be entitled to priority over any Share Lender with respect to the distributive share payable by reason of such damage or destruction.

ARTICLE XII

Negotiable Instruments

Section 1. Signatures: All checks, drafts, orders for payment of money, and negotiable instruments shall be signed by such Officer or Officers or employee or employees of the Corporation or Managing Agent as are designated by standing resolution, special order, or contract between the Corporation and Managing Agent. Endorsements or transfers of Shares, bonds, or other securities shall be signed by the President or the Vice-President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary unless the Board of Directors, by special resolution, shall prescribe otherwise. This Section 1 of Article XII shall not be interpreted to mean that funds in the possession of the Managing Agent require the signature of the Corporation.

Section 2. Safe Deposit Access: Such Officer or Officers, as from time to time shall be designated by the Board of Directors, shall have access to any safe or safe deposit box of the Corporation.

Section 3. Bonds and Securities: Such Officer or Officers, as from time to time shall be designated by the Board of Directors, shall have power to control and direct the disposition of any bonds or other securities or property of the Corporation deposited in the custody of any trust company, bank, or other custodian.

ARTICLE XIII

Compliance and Default

Section 1. Default: If at any time one of the events specified in the following subparagraphs (a) through (h) of this Section 1 of Article XIII occurs, the Corporation may terminate the Member's right to occupancy and exercise any other rights and remedies available under the Occupancy Agreement, the By-laws, at law, or in equity. Such events of default shall include, but not be limited to, the following:

(a) In case at any time during the term of the Occupancy Agreement the Member shall cease to be the owner of Shares, except as otherwise provided in the Occupancy Agreement or the By-laws;

(b) In case the Member shall attempt to transfer or assign the Occupancy Agreement in a manner inconsistent with the provisions of the Articles of Incorporation, these By-laws or the Occupancy Agreement, or to lease or sublease his Dwelling Unit in a manner inconsistent with the By-laws, Occupancy Agreement, or the House Rules promulgated by the Board with respect to leases;

(c) In case the Member shall fail to effect and/or pay for repair and maintenance as provided for in these By-laws and in the Occupancy Agreement;

(d) In case the Member shall fail to pay any sum due as a Cooperative Fee, Special Charge, or otherwise due pursuant to any provision of these By-laws or of the Occupancy Agreement;

(e) In case the Member shall default in the performance of any of his obligations under the Occupancy Agreement or these By-laws or shall fail to comply with or abide by any of the covenants, conditions, promises, or undertakings of or under the Occupancy Agreement or any article or part thereof or of any of the provisions of these By-laws or of the House Rules;

(f) In case the Member shall abandon the Dwelling Unit;

(g) In case the Member shall default in the performance of any of his obligations under the Share Loan to such Member; and

(h) In case (i) there is filed a petition in bankruptcy court by or against the Member or for the appointment of a receiver for the Member, pursuant to any applicable bankruptcy law, or an assignment by Member for the benefit of creditors, provided, however, that if any such action is commenced involuntarily against the Member, it will not constitute a default if it is dismissed or stayed within sixty (60) days after the filing date; (ii) a receiver or trustee of the property of the Member is appointed by any court; (iii) the Member makes a general assignment for the benefit of creditors; (iv) any of the Shares of the Corporation owned by the Member are duly levied upon under court process; or (v) the Occupancy Agreement or any of the Shares pass by operation of law or otherwise to anyone other than the Member or a person to whom the Member has assigned the Occupancy Agreement or the Shares in accordance with the Occupancy Agreement and these By-laws, but this Section 1 (h) shall not be applicable if the Occupancy Agreement devolves upon the heirs or personal representatives of the Member.

Section 2. Compliance: Each Member shall be governed by, and shall comply with, all of the terms of these By-laws, the Articles of Incorporation, the Occupancy Agreement, and the House Rules as any of the same may be amended from time to time.

Section 3. Additional Liability: Each Member shall be liable for the expense of all maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or the act, neglect, or carelessness of any member of his family or his employees, agents, guests, licensees or subtenants. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy, or abandonment of any Dwelling Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any Member of its insurance company's rights of subrogation.

Section 4. Costs and Attorneys' Fees: In any proceedings arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of all such proceedings and such reasonable attorneys' fees as may be determined by the court.

Section 5. Late Fees: In the event of a default by any Member in paying any sum assessed as a cooperative Fee, Special Charge, or any other sum due under these By-laws, the Occupancy Agreement, or the House Rules which continues for a period in excess of ten (10) days, Late Fees in an amount equal to four (4%) percent of such amount unpaid per month shall become due to the corporation. Any partial payment of the total amount owed by a Member to the corporation shall be applied first to the Late Fee balance owed by said Member.

Section 6. Interest: In the event of a default by any Member in paying any sum assessed as a Cooperative Fee, Special charge, or any other sum due under these By-laws, the Occupancy Agreement, or the House Rules which continues for a period in excess of ten (10) days, interest at the rate of the maximum permitted by law, but in no event in excess of fifteen percent (15%), may be imposed in the discretion of the Board of Directors upon the principal amount unpaid from the date due until paid.

Section 7. Abating and Enjoining Violations by Members: The violation of any of the House Rules adopted by the Board, the breach of any By-law contained herein,

the breach of any provision of the Occupancy Agreement, or the breach of any provision of the Articles of Incorporation shall give the Board the right, in addition to any other rights set forth in these By-laws:

(a) to enter the Dwelling Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Member, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or

(c) to terminate the Occupancy Agreement and deny the right of occupancy until such default shall be cured; provided however, that the Board shall promptly notify any Share Lender for which a First Share Lien Notification has been filed, and nothing contained herein shall impair the right of such a Share Lender to cure such default. The Corporation may, at its sole election, mitigate its damages as it sees fit, including, without limitation, the renting (on a month-to-month or other basis) of the Dwelling Unit of the defaulting Member from and after the date of the aforesaid termination of the Occupancy Agreement, to and including the day preceding the effective date of any new Occupancy Agreement pertaining to the Dwelling Unit of the defaulting Member.

(d) to impose reasonable monetary fines and other sanctions or to seek injunctive relief. Such fines shall be deemed to be liquidated damages and their assessment and collection is hereby consented to by each Member, and all persons claiming title through them.

The Board shall not impose a fine or infringe upon any other rights of a Member or other occupant for violations of rules until the following procedure is followed:

1. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

   (a) the alleged violation;

   (b) the action required to abate the violation; and

   (c) the time period, not less than five (5) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

2. Notice: At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice, personally, or be certified mail, of a hearing to be held by the Board. The notice shall contain:

(a) the nature of the alleged violation;

(b) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(c) an invitation to attend the hearing and produce any statement, evidence and witnesses on his/her behalf and the right to be represented by counsel; and

(d) the amount of the proposed fine or other sanction to be imposed.

3. Hearing: The hearing shall be held by the Board pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any fine or sanction hereunder, proof of notice and invitation to be heard shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, or sanction, if any, imposed.

The costs incurred by the Corporation with respect to the exercise of its rights and remedies hereunder shall be charged and assessed to the Member as a Special Charge.

Section 8. Legal Proceedings: Failure to comply with any of the terms of the Occupancy Agreement, Articles of Incorporation, these By-laws, and the House Rules shall be grounds for relief, including, without limitation, an action to recover any sums due for money damages, injunctive relief, any cost of actions for payment of all Cooperative Fees, Special Charges, or any other charges and costs, any other relief provided for in these By-laws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Corporation, the Board of Directors, the Managing Agent, or, if appropriate, by any aggrieved Member and shall not constitute an election of remedies.

ARTICLE XIV

Rights of Share Lenders

Section 1. Prior Written Approval:

(a) Any proposed material amendment to these By-laws or the Occupancy Agreement or material action taken by the Corporation shall require the approval of the Registered Share Lender or Registered Share Lenders holding Share Loans, if so required under any applicable recognition agreement. A change or action taken in connection with any of the following is material:

(1) voting rights;

(2) allocation of shares relating to a Dwelling Unit or Dwelling Units

;

(3) expansion or contraction of the Property, or the addition, annexation or withdrawal of property to or from the Property;

(4) a decision to establish self-management;

(5) any change to provisions of the By-laws or Occupancy Agreement that expressly benefits Registered Share Lenders, insurers or guarantors;

(6) any major changes in policy, if reserve funds are required.

(b) Action to terminate the legal status or form of ownership of the Property or Corporation shall require the prior written approval of the Registered Share Lenders, which shall not be unreasonably withheld or delayed.

Section 2. Access to Books, Records and Financial Statements: Upon written request, any Registered Share Lender shall be entitled to:

(a) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; and

(b) receive a copy of any certified audited financial statement of the Corporation concurrently with its distribution to the Members.

Section 3. Notices to Registered Share Lenders: Registered Share Lenders, if requested in writing, shall be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Property or a Dwelling Unit, the ownership indicia of which collateralize the Registered Share Loan; provided, however, the Corporation shall have no obligation to provide the aforesaid notice unless said damage has been reported to the Corporation or the Managing Agent in writing or otherwise recorded among their business records;

(b) any default in the obligations hereunder or under the Occupancy Agreement or House Rules of the Member or Members owning Shares encumbered by a First Share Lien not cured within thirty (30) days after notice of such default has been sent to such Member by the Managing Agent or the Board of Directors.

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;

(d) any default by the Corporation, not cured within thirty (30) days, in payments due for real estate taxes, assessments and charges imposed by a governmental entity or public utility; and

(e) any threatened condemnation or eminent domain proceeding or proposed acquisition of any portion of the Property owned by the Corporation.

ARTICLE XV

Condemnation

Section 1. Condemnation Proceedings: Whenever the state, a political subdivision, or any other corporation, agency, or authority having the power of eminent domain shall seek to acquire any of the Property, such authority may conduct negotiations with the Board of Directors as representatives of all Members, and the Board of Directors may execute and deliver the appropriate conveyance for all agreed consideration. The Board of Directors shall allocate such consideration, whether received through negotiation or condemnation, to the repair, replacement, or restoration of the Property, and then to Members holding Occupancy Agreements for the Dwelling Units the subject of such condemnation as determined by a special committee of the Board of Directors established for such purpose. The committee shall be structured in such a manner to provide fair and adequate representation for the Corporation and those Members who's Dwelling Units are sought to be condemned by the authorities. Subject to the foregoing provisions of this Section 1 of Article XVI, in any condemnation proceeding the Members, respectively, and their respective Share Lenders, if any, shall be entitled to seek and have their just damages for the taking of their Dwelling Unit as allowed by law, including severance damage, if any.

ARTICLE XVI

Miscellaneous

Section 1. Amendments: These By-laws may be amended, enlarged or diminished either by a petition signed by the holders of at least sixty-seven (67%) percent of the votes entitled to be cast or at any special meeting called for such purpose, or at an annual meeting, by vote of Members holding sixty-seven (67%) percent of the votes entitled to be cast (including votes voted by proxy); provided, however, that in no event shall the By-laws be amended in such a manner as would affect or diminish any right or rights of a Share Lender unless such amendment shall be made at the request of said Lender. If the Members exercise their power to adopt, alter or repeal the By-laws at an annual or a special meeting of Members, the proposed amendment or the substance thereof shall have been inserted in the notice of proxy at such meeting.

Section 2. Notices: All notices, demands, bills, statements or other communications under these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by mail, postage prepaid:

(a) if to a Member, at the address which the Member shall designate in writing and file with the Secretary; or

(b) if to the Corporation, to the Managing Agent, with a copy to the President. If a Share is owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 3. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-laws or the intent of any provision thereof.

Section 4. Gender: The use of the masculine gender in these By-laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural, and vice versa whenever the context so required.

Section 5. Seal: The corporate seal shall have inscribed thereon the name of the Corporation, the year of its Incorporation and the words, "Corporate Seal", and "Pennsylvania." The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 6. Affixing Seal: Whenever the Corporation is required to place its corporate seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to place the word "(SEAL)" adjacent to the signature of the authorized officer.

Approved and Adopted by the Board of Directors of 900 Washington Corporation at the Board of Directors Meeting held on _____, 199_____,

AMENDMENT TO THE BY-LAWS OF
900 WASHINGTON CORPORATION BY PETITION

In accordance with Article XVI, Section 1 of the By-Laws of 900 Washington Corporation, the undersigned, being the holders of at least 67% of the votes entitled to be cast, do hereby agree to the following amendments to the By-Laws and direct that the Secretary of the Corporation insert such amendments in the appropriate corporate records:

1. Insert a new Section 5 in Article VI to read as follows:

Section 5. Exterior Parking: No Occupancy Agreement shall provide, nor shall the Board authorize or permit the designation of any exterior parking space now or hereafter located on the Property for exclusive or reserved use by any Member, occupant or other person or entity.

2. Insert a new Section 6 of Article VI to read as follows:

Section 6. Subleasing of Parking Spaces: No parking space now or hereafter constructed on the Property, whether interior or exterior, may be leased, subleased or subject to any form of license or agreement which permits the use of such parking space by any person or persons not in actual occupancy of a Dwelling Unit under any Occupancy Agreement.

3. Insert a new Section 7 in Article VI to read as follows:

Section 7. Allocation of Extra Parking Spaces: Each Occupancy Agreement entered into by the Corporation after the date of this Amendment shall designate one interior parking space for the exclusive use of the Occupant under such Occupancy Agreement. All interior parking spaces not so reserved for exclusive use by Occupants ("Surplus Spaces") shall be allocated to Members by the Board of Directors in such manner as is deemed by the Board of Directors to be in the best interests of the Corporation. All income received by the Corporation as a result of the allocation of the Surplus Spaces, whether such income be an initial fee, periodic rental payments or otherwise, shall constitute income to and be payable to the Corporation.

In determining the use of Surplus Spaces, the Board of Directors shall abide by the following procedure and may implement such further procedures as are consistent herewith:

(a) Any Member requesting exclusive use to a Surplus Space shall submit a written request to the Board of Directors requesting the allocation of such Surplus Space to the Dwelling Unit described in such Member's Occupancy Agreement. Notice of the availability of a Surplus Space shall be given to all Members of record as of the date the Board of Directors determines such availability. In the event that more requests from Members are received than spaces available, the Board shall

determine by lottery the order in which requesting Members shall have an opportunity to obtain a Surplus Space. No requesting member shall be entitled to more than one Surplus Space.

(b) Upon the initial determination of priority of right to obtain Surplus Spaces, the Board of Directors shall maintain a list to which Members shall be added on a 'first come, first served basis' which shall control the order in which Surplus Spaces shall be offered to Members in the event additional spaces become available.

(c) The right to use a Surplus Space shall not be assignable nor shall the right to use such space be subject to sublease or other agreement whereby any person other than the person or persons actually occupying a Dwelling Unit to which such reserved space is attached may utilize such Surplus Space. In the event of transfer of a Member's Share of Stock, such Member's right to use any Surplus Space shall terminate and the Board of Directors shall offer such Surplus Space to the next succeeding Member identified on the list maintained by the Board of Directors for such purpose.

(d) The Board of Directors shall make the Surplus Spaces available pursuant to the terms of a lease on such terms and conditions as the Board of Directors shall reasonably require.

NOW THEREFORE, this 19th day of November, 1987, the undersigned Members of 900 Washington Corporation do hereby approve the foregoing amendments to the By-laws.

NAME	DATE	UNIT NO.

900
WASHINGTON ROAD
Pittsburgh, PA 15228

Dear 900 Washington Shareholder:

Attached is proposed amendment to the By-laws of 900 Washington Corporation by petition.

In accordance with Article XVI, Section 1 of the By-Laws of 900 Washington Corporation, the undersigned, being holders of at least 67% of the votes entitle to be cast, do hereby agree to the following amendments to the By-laws and direct that the Secretary of the Corporation insert such amendments in the appropriate corporate records:

1. Insert a new Section 5 in Article VI to read as follows:

"Section 5. Exterior Parking No Occupancy Agreement shall provide, nor shall the Board authorize or permit the designation of any exterior parking space now or hereafter located on the Property for exclusive or reserved use by any member, occupancy or other person or entity."

2. Insert a new Section 6 of Article VI to read as follows:

"Section 6. Subleasing of Parking Spaces After the date of this amend no parking space now or hereafter constructed on the Property, whether interior or exterior, may be leased, subleased or subject to any form of license or agreement which permits the use of such parking space by any person or persons not in actual occupancy of a Dwelling Unit under any Occupancy Agreement."

NOW THEREFORE, this ___21st____ day of May, 1996, the undersigned members of 900 Washington Corporation do hereby approve the forgoing amendments to the By-laws.

NAME	DATE	UNIT NO.

BALLOT

PROPOSED AMENDMENT TO THE BY-LAWS
OF 900 WASHINGTON CORPORATION AT THE ANNUAL MEETING
ON MAY 22. 2001 BY SHAREHOLDER VOTE

If approved, the following section would be added to Article IV, Directors Section 6 of the By-laws, Resignation and Removal:

> "At the discretion of the Board of Directors, a Director is subject to automatic removal from the Board of Directors in the event that he/she fails to attend three or more regularly scheduled Board of Director meetings in a 12 month period."

☐ I/we vote **YES** for the proposed By-law amendment

☐ I/we vote **NO** for the proposed By-law amendment

1(one) vote

Name
Unit#

900
WASHINGTON ROAD
Pittsburgh, PA 15228

IN WITNESS WHEREOF, the undersigned officers of the 900 Washington Corporation hereby certify that this amendment was duly adopted by the vote of at least sixty-six and two-thirds (66 2/3%) percent of all unit owners at an Annual meeting of unit owners, and that such unit owners approving the amendment represented a majority of the votes entitled to be cast at that meeting.

DATE: November 27, 2001

900 WASHINGTON CORPORATION

By: "recorded as signed"
Corporation President

By: "recorded as signed"
Corporation Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 27 day of November, 2001, before me a Notary Public the undersigned officer, personally appeared Ray Downey (President) and Mary Larsen (Secretary), known to me (or satisfactorily proven) to be the persons whose names are subscribed to within the instrument and acknowledges that they executed the same for the purposes therein contained.

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

Notary Pubic

My commission expires _____

Notary Seal
Linda Zahfuss. Notary Public
Pittsburgh, Allegheny County
My Commission Expires. Dec. 3, 2003

900
WASHINGTON ROAD
Pittsburgh, PA 15228

BY-LAW AMENDMENT

WHEREAS, the By-Laws for 900 Washington Corporation provides that it may be changed by a majority vote of the Shareholders; and

WHEREAS, the Board of Directors of 900 Washington Corporation has recommended certain changes in the By-laws and now wishes to secure the approval of these changes by the Shareholders

NOW THEREFORE, the Shareholders of 900 Washington Corporation do hereby approve of the following changes in the By-laws of the Corporation:

Article IV of the By-laws is hereby amended by substituting the paragraph below for the one under Directors, Section 10, paragraph (l) of the By-laws, Powers and Duties:

"(l) Borrow money on behalf of the Corporation when required in connection with any instance relating to the operation, care, upkeep, and maintenance of the Property or other needs of the Corporation; provided, however, that the amount of sixty-seven percent (67%) of the votes entitled to be cast by the Members at a meeting duly called and held for such purpose in accordance with the provisions of these By-laws, shall be required to borrow any sum in excess of One hundred thousand dollars ($100,000) in the aggregate during any one calendar year."

This amendment was duly adopted in accordance with the By-laws of 900 Washington Corporation on the 26th day of May, 2004, with a quorum being present.

"recorded as signed"
Secretary

"recorded as signed"
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 26th day of May, 2004, before me Notary Public, the undersigned officer, personally appeared **Joan Mustakis**, who acknowledged herself to be the Board President of 900 Corporation, and that she, as such officer, being authorized to do so, executed the forgoing instrument for the purposes therein contained by signing as such.

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

_____

Notary Public

MY COMMISION EXPIRES:

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Fred C. Jug Jr. Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires. Jan. 15, 2008

BRANDT, MILNES & REA

A PROFESSONAL CORPORATION

ATTORNEYS AT LAW

1109 GRANT BUILDING

310 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-2202

TELEPHONE
412-253-6500

FAX
412-255-6504

May 29, 2002

Mr. Bill Patton
Arnheim & Neely, Inc.
425 N. Craig Street, Suite 100
Pittsburgh, PA 15213

Re: 900 Washington Corporation

Dear Mr. Patton:

Please find enclosed the original Amendment for 900 Washington Corporation which has been recorded with the Recorder of Deeds of Allegheny County. This document was recorded at Deed Book Volume 11289, page 111. Although the document was time stamped on March 11, 2002, it was received in my office this morning. I have retained a copy of this document for my file. Your attention to this matter is sincerely appreciated.

Very truly yours,

Fred C. Jug, Jr.

FCJ/lmb

CERTIFICATE

WE, _____, the duly elected President of 900 Washington Corporation, and _____, the duly elected Secretary of 900 Washington Corporation hereby certify that the foregoing Restated By-Laws are a true and correct copy of the By-Laws and all Amendments thereto.

_____
President

_____
Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this _____ day of _____, 2011, before me, a Notary Public, the undersigned officers of the 900 Washington Corporation personally appeared or were satisfactorily proven to be _____ and _____, who acknowledge themselves to be elected Officers of the 900 Washington Corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation as President and Secretary respectfully.

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

_____
Notary Public
My Commission Expires: _____