

**NEVILLE HOUSE PROPERTIES, A CONDOMINIUM  
CODE OF REGULATIONS**

As Restated - May 16, 1994

ARTICLE I  
Applicable Statute

This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania, Act of July 3, 1963, P.L. 196, 68 P.S. Section 700.30.

ARTICLE II  
Identity of Property

The property to which this Code shall apply is described in the Declaration recorded in the Recorder's Office of Allegheny County, Pennsylvania, in deed book volume 5062, page 641, and in the Declaration Plan recorded in said office in Plan Book volume 88, page 80-103 incl.

ARTICLE III  
Name and Address

Section 1. The condominium shall be known by the name of Neville House Properties, a Condominium.

Section 2. The registered office of Neville House Properties shall be located at 552 North Neville Street, Pittsburgh, Pennsylvania 15213.

ARTICLE IV  
Meetings and Voting Rights of Unit Owners

Section 1. All meetings of Unit Owners shall be held at the principal office of Neville House Properties or at such other place within the County of Allegheny, Pennsylvania, as the Council shall determine from time to time.

Section 2. (a) Beginning with the year 1972, the annual meeting of the Unit Owners shall be held on the second Monday of May in each year, at 8:00 o'clock p.m., if not a legal holiday, and if a legal holiday, then on the next secular day following at the same hour. At such meetings, the Unit Owners shall elect the Council and transact such other business as may come before the meeting. (b) All votes whenever required for any purpose shall be by allocating to each unit hold the number of votes equal to his proportionate undivided interest in the common elements.

(b) A budget meeting will be held approximately at the end of November to each year at 8:00 p.m. to review the current year's financial performance and to propose a budget for the next year.

Section 3. Special meetings of the Unit Owners may be called at any time after the annual meeting of the Unit Owners in 1972 for any purpose or purposes by the President, or by a majority of the Council or by not less than twenty percent (20%) of all of the then Unit Owners entitled to vote at the meeting called. At any time upon written request of any person or persons entitled to call a special meeting, it shall be the duty of the Secretary to call a special meeting of the Unit Owners entitled to vote thereat but no less than ten (10) nor more than fifteen (15) days after the 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. All requests for special meetings shall be in writing and shall specify the purpose or purposes thereof. The business to be transacted at all special meetings shall be limited to the purpose or purposes set forth in the notice thereof and matter germane thereto.

Section 4. Written notice of each meeting of the Unit Owners shall be given by or at the direction of the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Council or supplied by such Unit Owner to the Council for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purposes of the meeting.

Section 5. The President, or in his absence, the Vice-President, shall preside at all such meetings.

Section 6. At every meeting of the Unit Owners, each Unit Owner present, in person or by proxy, and entitled to vote thereat, shall have the right to cast the number of shares set forth opposite his apartment number in schedule A. The vote of fifty-one (51%) percent of the number of votes represented and entitled to vote at such meeting shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration or of this Code of Regulations, a different vote is required, in which case, such express provisions shall govern and control.

Section 7. All proxies shall be in writing and shall be filed with the Secretary and by him entered of record in the minutes of the meeting. A Unit Owner may appoint only his or her spouse or another Unit Owner as his, her or its proxy.

Section 8. Either before or after any meeting, a Unit Owner may, in writing, waive notice of such meeting. Such waiver of notice in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting,

neither the business to be transacted at, nor the purpose of, the meeting need be specified in the waiver of notice of such meeting.

Section 9. Attendance of a Unit Owner, either in person or by proxy, at any meeting, shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 10. The number of Unit Owners having a majority of voting rights entitled to vote at any meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, such majority shall not be present or represented at any meeting, the Unit Owners entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement of such meeting, until a majority as aforesaid shall be present or be represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

Section 11. The order of business at all meetings of the Unit Owners shall, unless otherwise determined by action of the Unit Owners present or represented, be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of inspectors of election
- (g) Election of Council
- (h) Unfinished Business
- (i) New Business

The meetings will be conducted in accordance with Roberts Rules of Order.

## ARTICLE V Council

Section 1. The business and affairs of Neville House Properties shall be managed by a council composed of five (5) persons, all of whom shall be unit owners and shall reside in Neville House Properties.

Section 2. Each member of the Council named in the Declaration shall hold office until the annual meeting of the Unit Owners in the year 1972 or until his successor shall have been elected and qualified, which shall first occur.

Section 3. At the annual meeting of the Unit Owners in the year 1972, the term of office of two (2) members of the Council elected shall be for three (3) years, the term of office of two (2) members of the Council shall be for two (2) years; and the term of office of one (1) member of the Council elected shall be for one (1) year. The members of the Council receiving the largest number of votes shall serve the longest terms. At the expiration of the term of office of each respective member of the Council, his successor shall be elected to serve a term of three (3) years. The member of the Council shall hold office until their successors have been elected and qualified.

Forty-five (45) days prior to the annual meeting of Unit Owners, the President of the Council shall appoint a nominating committee consisting of two (2) members of Council and three (3) other building Owners. The nominating committee may meet within fifteen (15) days after their selection and shall nominate one (1) or more persons for each vacancy to be filled. Notice of such nominees shall be given to all Unit Owners not later than twenty-five (25) days prior to the annual meeting.

Procedures for Election. Other nominations may be made by petition of at least twenty (20%) percent of all Unit Owners presented to the President of Council at least ten (10) days before the annual meeting. The President of Council shall notify all Unit Owners of the nominees selected by the Nominating Committee and nominated by Petition not later than seven (7) prior to the annual meeting and shall cause ballots and proxies to be prepared. Thereafter the nominations shall be closed and no additional nominations may be made from the floor at the Annual Meeting. Each Unit Owner may vote in person or by proxy. Upon request, the Council shall provide each Unit Owner with a proxy ballot. In the event that there are joint Unit Owners, the signature of either shall validate their proxy.

Section 4. Vacancies in the Council shall be filled by a majority of the remaining members of the Council and each person so elected shall be a member of the Council until a successor is elected by the Unit Owners, who may make such election at the next annual meeting of the Unit Owners or at any special meeting duly called for that purpose.

In all elections of members of the Council, each Unit Owner shall have the right, in person or by proxy, to multiply the number of votes to which he may be entitled by the number of directors to be elected and he may cast the whole number of said votes for one candidate or he may distribute them among any two or more candidates.

Section 5. Any one or more of the members of the Council may be removed with or without cause by the vote of two-thirds of the Unit Owners entitled to vote at any duly held regular or special meeting of the Unit Owners, and a successor may be elected to fill the vacancy thus created.

Section 6. Each member of the Council can serve only two consecutive terms and part of another term if selected to fill a vacancy between elections. The member of the Council may serve additional terms if out of office for two years.

Section 7. No person shall receive any compensation for acting as a member of Council.

Section 8. The Council may exercise all such powers of Neville House Properties and may do all such acts and things, as are not by law or by this Code of Regulations directed or required to be exercised and done by the Unit Owners.

Section 9. The Council shall require that all officers and employees of Neville House properties handling its funds shall furnish fidelity bonds in such amounts as the Council shall determine. The premium on such bonds shall be paid by Neville House Properties.

Section 10. Meetings of the Council may be held at such place within the County of Allegheny as a majority of the Council may from time to time designate or as may be designated in the notice calling the meeting. Unit Owners who are not members of the Council may present items for consideration at a Council Meeting by letter or in person. They can only attend that portion of the Council Meeting dealing with said item.

Section 11. The first meeting of each new Council elected by the Unit Owners shall be held within thirty (30) days after such election upon at least (5) days' written notice. The Council shall distribute quarterly to all Unit Owners, summaries of all major decisions reached by the Council.

Section 12. Regular meeting, preferably once a month, of the Council may be held at such time or items and place as shall be determined by a majority of the Council. Notice of regular meetings of the Council shall be given to each member of the Council personally or by mail or by telegraph, at least five (5) days prior to the day fixed for such meeting. 1

Section 13. Special meetings of the Council may be called by the President on not less than five (5) days; notice to each member of the council either personally or by mail or by telegraph, which notice shall state the time, place and purposes of such meetings. Special meetings of the Council may also be called in like manner and upon like notice on the written request of at least three members of the Council.

Section 14. Either before or after any meeting of the Council any member of the Council may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Council at any meeting of the Council shall be a waiver by him of notice of the time and place thereof, unless said member of the Council has attended for the sole purpose of objecting to the meeting. If all the members of the Council are present at any meeting of the Council, except for the purpose of objecting to the transaction of any business for good and lawful cause, no notice shall be required and any business may be transacted at such meeting.

Section 15. At all meetings of the Council, a majority of the members of the Council in office shall be necessary to constitute a quorum for the transaction of business, and the acts of the majority of the members of the Council present at a meeting at which a quorum is present shall be the acts of the Council. If at any meeting of the Council, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 16. If all the members of the Council shall severally or collectively consent, in writing, duly filed with the Secretary to any action to be taken by Neville House Properties, such action shall be as valid as though it had been authorized at a meeting of the Council.

Section 17. The members of the Council, by resolution adopted by the majority of the entire Council, may at any time elect two (2) or more of their number as an executive committee which shall, in the intervals between meetings of the Council, exercise such powers and perform such duties as may from time to time be prescribed by the Council. Such committee shall be subject at all times to the control of the Council. Unless otherwise authorized by the Council, such committee shall act by unanimous vote of its members at a meeting or by a writing signed by all its members. Any act or thing done by such committee within the scope of the power delegated to it, shall be as effective for all purposes as the act or authorization of the Council. The committee shall keep regular minutes of its proceedings and shall report to the Council all actions taken by it.

Section 18. The Council shall have the following powers and duties in addition to those vested in it under the law, the Declaration and this Code of Regulations:

- (a) The maintenance, repair and replacement of the common elements; except as shown in Article X hereinafter including the operation or leasing of the garage and the assigning of storage space to each unit owner;
- (b) The assessment and collection of funds from unit owners for common expenses and the payment of such common expenses;
- (c) The promulgation, distribution and enforcement of all rules governing the details of the use and operation of the property and the use of the common elements, subject to the right of the number of the unit owners which constitute 60% of the votes represented and entitled to vote at any regular or special meeting to change any such rules;
- (d) To appoint, employ and remove at any time any agent or employee of Neville House Properties; and to prescribe the duties of and fix the compensation for any agent or employee of Neville House Properties. This Code of Regulations shall be construed to prohibit the employment of any

Unit Owner of Neville House Properties in a paid capacity by Neville House Properties.

- (e) To exercise for Neville House Properties all powers, duties and authority vested in or delegated to Neville House Properties or which it may lawfully exercise, in carrying out or in furtherance of its purposes or any of them.
- (f) To submit at each annual meeting of the Unit Owners a statement of operation of Neville House Properties during the preceding year, together with a report of the general financial condition of Neville House Properties. Copies of such annual financial reports shall be sent to each Unit Owner ten (10) days prior to the annual meeting.
- (g) To make or cause to be made a proposed budget for the ensuing year, a copy of which shall be mailed to each Unit Owner at least ten (10) days prior to the budget meeting.
- (h) To elect all officers of Neville House Properties and to fill all vacancies which may occur.

## ARTICLE VI Officers

Section 1. The officers of Neville House Properties shall be a president, a vice-president, a secretary and a treasurer, and such other officers as the Council may create by resolution from time to time. Any officer may be removed by a majority of the entire Council at any time. All of said officers shall be elected by the Council and each officer shall hold office until his successor is elected and qualified.

Section 2. The election of officers shall take place at the first meeting of the Council following each annual meeting of the Unit Owners.

Section 3. The president and vice-president shall be the same as the president and vice-president of the Council.

Section 4. The president shall be the chief executive officer of Neville House Properties. He shall preside at all meetings of the Unit Owners and of the Council. He shall have general and active management of the business of Neville House Properties.

Section 5. The vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. He shall also perform such other duties as shall from time to time be delegated to him by the Council.

Section 6. The secretary shall keep the minutes of all meetings of the Unit Owners of Neville House Properties; he shall have charge of such of the books and

papers as the Council may direct, all of which shall, at reasonable times and for reasonable purposes, be open to the examination of any Unit Owner, Officer or member of the Council, upon application at the office of Neville House Properties during business hours.

Section 7. The treasurer shall have custody of Neville House Properties funds and securities and shall cause full and accurate accounts of receipt and disbursements to be kept in books belonging to Neville House Properties. He shall deposit all monies and other valuable effects in the name, and to the credit of Neville House Properties in such depositories as may from time to time be designated by the Council.

Section 8. An assistant secretary, if appointed, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and such other duties as shall be delegated to him by the Council.

Section 9. An assistant treasurer, if appointed, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer, and such other duties as shall be delegated to him by the Council.

ARTICLE VII  
Payments of Common Expenses and Other  
Expenses by Unit Owners

Section 1. As provided in Article V, Section 17, the Council shall determine all matters relating to maintenance, repair and replacement of the common elements and also all matters relating to the common expenses.

Section 2. The Council shall pro-rate all costs involved in Section 1 above, among all the Unit Owners in proportion to their ownership in the common elements, provided, however, that if any cost is occasioned by the negligence of any unit owner or owners, said cost shall be borne by said Unit Owner or Owners.

Section 3. The total amount of the charges required for each calendar year shall be estimated by the Council at least on (1) month prior to the beginning of each calendar year. Such estimate may include an amount for unanticipated or under-estimated costs, charges and expenses and deficits incurred in any prior year or years and may further include amounts to be accumulated in any reserve funds for expenditures which may be required in future years for other than ordinary current maintenance, repairs, costs and expenses. The first such charge may be estimated and made for less than a full year, and in such event the Maintenance Charge for such period shall be payable in equal monthly installments for the remainder of such calendar year, beginning on the first day of the month immediately following the determination of such estimate by the Council. Thereafter, each annual Maintenance Charge shall be payable in twelve (12) equal monthly installments beginning on the first day of January of each calendar year.



The annual budget shall be sent to Unit Owners at least ten (10) days prior to the budget meeting at which time the budget shall be approved in the same manner as other business brought before the meeting. After the annual budget has been approved by the required vote, the Council shall cause a statement to be sent to each Unit Owner; which statement shall reflect the total amount of the annual maintenance budget thus approved, the common element percentage obligation therefore attaching to each respective unit and the corresponding monthly payments to be made by each Unit owner. Payments are due by the 15<sup>th</sup> of each month and a penalty will be assessed for late payments. Any charge assessed against a unit may be enforced by suit by the Council acting on behalf of the unit owners in an action in assumpsit; provided, that each suit when filed shall refer to the Unit Property Act, Act of July 3, 1963, P.L. 196, and to the unit against which the assessment is made and the owner thereof and shall be indexed by the prothonotary as lis pendens. Any judgment against a unit and its owner shall be enforceable in the same manner is otherwise proved by law.

Until the Council shall otherwise determine, the monthly charges to be paid by each Unit Owner shall be in accordance with the budget attached.

Section 4. In the event that the Council decides that additional monies are required in addition to those set forth in the annual budget, the Council shall give the Unit Owners at least thirty (30) days written notice of the total monies required and allocate amounts amount the Unit Owners together with time for payment of said proportionate amounts which may be a one time or in installments, as the Council decides, provided, however, that if Unit Owners representing 40% of the votes of Neville House Properties object in writing to said additional assessments within fifteen 15 days after mailing of such notice, the Council shall call a special meeting of the Unit Owners for the purpose of obtaining approval of said assessments, at which meeting the assessments of the Council must receive the same affirmative vote as in the case of the annual budget.

Section 5. Any surplus funds remaining at the end of the calendar year may, at the discretion of and at the time determined by the Council, be refunded in whole or in part to the then Unit Owners proportionately according to the common element percentages attaching to each unit, or may be applied in the said proportion as a credit to future Maintenance Charges to become payable to each Unit Owner for each dwelling unit or may be deposited to any reserve fund established by Council. In the event that any refunds or credits against future Maintenance Charges are to made or given, the amount thereof tho which any such Unit Owner to Council.

Section 6. The Council shall maintain fire and other hazard and liability insurance on the entire property, and take charge of disbursement of fire and other hazard insurance and other proceeds for repair of reconstruction of any portion of the property, and arranging for the management of the property pursuant to any agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent.

Section 7. From the funds appropriated under and pursuant to the Annual Budget and paid to the Council by way of Monthly Maintenance Payments, the Council shall acquire and pay for:

- (a) A policy or policies of fire and other hazard insurance for the full insurable value (replacement costs) of the building and improvements in the project (unless paid for by mortgage from funds escrowed for that purpose. These policies shall be reviewed once a year and increased as necessary to provide maximum coverage. Such insurance shall be obtained in the name of the Council as Trustee for all of the owners and their mortgagees, as their interest appears. The provisions hereof are not to be construed as diminishing the right of such owner to insure his particular unit for the owner's individual benefit;
- (b) A policy or policies of insurance insuring the Council and all of the unit owners against any liability to the public or to the unit owners, their invitees, guests and tenants, incident to the ownership and use of the common elements and the units; the liability under such policies shall be not less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured; Five Hundred Thousand Dollars (\$500,000.00) for any one accident, and Twenty-five Thousand Dollars (\$25,000.00) for property damage, and such policy limits shall be reviewed at least every (5) years by the Council and may be increased in its discretion.
- (c) A policy of Workmen's Compensation Insurance to the extent necessary to comply with applicable laws.
- (d) Each unit must purchase a home owner's type of policy covering the fire insurance for contents, internal improvements and liability insurance.

#### ARTICLE VIII

[Sale or Lease by Unit Owner as amended 7/28/97]

Section 1. Sale of Unit. Any owner who wishes to sell his unit, shall, at least thirty (30) days prior to accepting any offer to sell, give to Council written notice of the terms of such offer, which notice shall specify the name and address of the offeror and shall include a copy of said offer. If within said thirty-day period, time being of the essence, Council submits to the owner an identical or more favorable offer to purchase, the owner must accept the offer of Council in preference to the original offer described in the notice. In the event Council fails to submit in writing to the owner an identical or more favorable offer within thirty days, time being of the essence, then the selling owner may sell his unit to his original offeror. In any event, Council shall have sole discretion in the matter and no vote or approval of the unit owners is required.

Section 2. Lease of a residential Unit. A unit may be leased subject to the following conditions:

- (1) Every lease shall be in writing and a copy must be delivered to the Management Office for review by the Council before it is formally executed.
- (2) During the period that a Unit owner owns a Residential Unit, this Unit may be leased for no more than two one-year terms or one two-year term. However, upon submission of evidence that an owner's employment requires the Unit owner to leave the area for a period of at least one year, the owner may lease, one time only, the Unit for that year without it counting against the two year maximum. Leases for less than one year are not permitted.
- (3) A lease from the Unit Owner to his parents, spouse, children or grandchild is exempt from these regulations.
- (4) The transfer of ownership of a Unit to a spouse, parent or child or to a partnership or a corporation in which the Unit Owner has an interest shall not extend the restrictions contained in the preceding paragraph.
- (5) Every lease must state that every tenant shall be subject to the terms and conditions of both the Code of Regulations and the House Rules of the Condominium and that both Lessor and Lessee will indemnify, jointly or severally, the association against liability and any loss for any breach or non-compliance with the above documents.
- (6) The Owner shall give Council their latest address and telephone number, together with the name, address and the phone number of the person legally authorized to act should such owner be unavailable or physically unable to act.
- (7) Any lease existing as of the date this Amendment is recorded may continue unimpaired but the renewal of an existing lease shall be considered a new lease subject to the provisions of this Amendment.

Section 3.      These conditions apply to either the sale of lease of a Unit.

- a. Except as provided by statute, no Unit Owner shall keep or house pets or animals within the building.
- b. Except for professional offices on the first floor, no trade requiring ingress of customers, clients or vendors is permitted.

- c. Occupancy shall be limited to (2) persons for the first bedroom and (1) additional person for each of the other bedrooms.

Council is given the authority to promulgate additional House Rules and Regulations relating to the leasing of Units provided that such additional Rules and Regulations are not inconsistent with the provisions of this article.

ARTICLE IX  
Miscellaneous

Section 1. All bills payable, notes, check or other negotiable instruments and all contracts of Neville House Properties shall be made in the name of Neville House Properties and shall be executed by the President or Vice-President and by the Secretary or Treasurer, unless otherwise authorized by the Council.

Section 2. The fiscal year of Neville House Properties shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year except that the first fiscal year of Neville House Properties shall begin as of the sale of the first unit.

Section 3. No contract for material or service shall be made between Neville House Properties, a Condominium and Unit Owners or between Neville House Properties and a business organization in which the Unit Owner has a financial interest. No Unit Owner shall be employed in a paid capacity by Neville House Properties.

ARTICLE X  
Maintenance of Patios and Balconies

Section 1. While all adjacent and connecting patios and all balconies connected to individual apartments of Neville House Properties are common elements, each Unit Owner has an exclusive easement for the use and enjoyment of the patio or balcony adjacent and connecting with his individual apartment. Accordingly, the costs of maintenance thereof shall rest with and be borne by the Unit Owner of the apartment to which said balcony or patio is connected. One exception is that all exterior concrete structural maintenance of the walls will be the responsibility of the condominium.

ARTICLE XI  
Maintenance of Ceilings. Interior Walls. Windows and Glass Doors

Section 1. The boundary lines of each numbered apartment are the interior unfinished surfaces of the ceilings and walls (not including paint, paper, wax, tile, finish plaster, enamel or other finishes, which are each Unit Owner's responsibility, plus the windows and doors). Repair and replacement of windows and glass doors are also each Unit Owner's responsibility. Replacement of windows and doors require the written approval of the Council in order to conform with the established standards.

ARTICLE XII

## Modifications and Amendments

Section 1. Notwithstanding anything in this Code of Regulations to the contrary, this Code of Regulations may be altered, revised or modified upon the written consent of the numbered Unit Owners representing 60% of the votes of Neville House Properties. Any such revision, alteration or modification shall be recorded in the Recorder's Office of Allegheny County, Pennsylvania, and shall become effective as of the date of such recording.

### ARTICLE XIII Construction of Provisions

Section 1. The provisions of this Code of Regulations shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium apartment building. Failure to enforce any provision hereof will not constitute a waiver of the right to enforce said provision or any other provision hereof.

### ARTICLE XIV Conflicts Between Declaration and Code of Regulations

Section 1. In the event of any conflict or inconsistency between this Code of Regulations and the Declaration, the Declaration shall govern.

### ARTICLE XV Severability of Provisions

Section 1. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

### ARTICLE XVI Exculpability of Council and Officers

Neither the Council as body nor any member thereof nor any officer of Neville House Properties shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of this office. Each Unit Owner shall be bound by the good faith actions of the Council and Officers of Neville House Properties in the execution of the duties of said Councilmen and Officers. Unless acting in bad faith, no Councilman or Officer of Neville House Properties shall be liable to any Unit Owner or other person for malfeasance or malfeasance in office.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this  
\_\_\_ day of May, 1994.

NEVILLE HOUSE PROPERTIES, A CONDOMINIUM

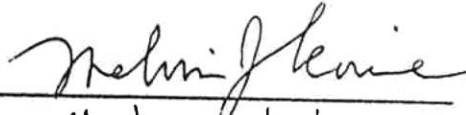
By *Paul Caplan*  
Paul Caplan, President

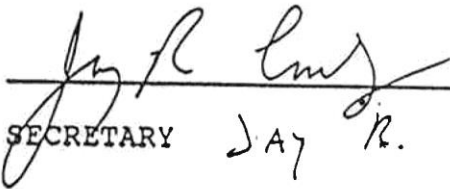
By *Mary Bernstein*  
Mary Bernstein, Secretary





CERTIFICATION

Melvine Levine, the President of Neville House Properties, a Condominium, and J. Conley, the Secretary of Neville House Properties a Condominium, certify that the foregoing Amendment has been consented to by 73.294% of the votes of Neville House Properties. Dated this 27<sup>th</sup> day of July, 1997.

  
\_\_\_\_\_  
PRESIDENT Melvin J. Levine

  
\_\_\_\_\_  
SECRETARY Jay R. Conley

  
I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania  
  
MICHAEL A. DELLA VECCHIA  
RECORDER OF DEEDS



