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DECLARATION OF CONDOMINIUM
OF
GATEWAY TOWERS CONDOMINIUM

This Declaration is made this 19th day of June, 1979, by GATEWAY CAPITAL, INC. (hereinafter referred to as the "Sponsor").

The Sponsor makes the following declarations:

1. Submission of Property to Condominium Ownership. By this Declaration the Sponsor submits the land and the improvements now existing or to be constructed thereon, as described in Section 3 below, and owned by the Sponsor in fee simple absolute subject to the matters set forth herein, together with certain easements as described below, to the condominium form of ownership and use in the manner provided in the Unit Property Act of the Commonwealth of Pennsylvania (the "Unit Property Act").

2. Name and Address. The name of the Condominium is "Gateway Towers Condominium" (hereinafter referred to as the "Condominium"). The address of the Condominium is 320 Fort Duquesne Boulevard, Pittsburgh, Pennsylvania 15222.

3. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

3.1 The Land. That certain lot or parcel of land, together with easements appurtenant thereto and all other appurtenances thereto, situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference, subject to easements for the use of the Land by the owners and occupants of the Commercial Portion of the Building and their employees and invitees pursuant to the Cross-Easement Agreement.

3.2 The Condominium Portion of the Building. The fourth through the twenty-sixth floors (there being no thirteenth floor) of the building on the Land, commonly known as Gateway Towers (hereinafter referred to as the "Building"), being more particularly described in Exhibit "A-1" attached hereto and made a part hereof by this reference, the cars and equipment appurtenant to the four main or high-rise elevators and the intercom system serving the Units. Also, implicit in the term "Condominium Portion of the Building" are the fact that the portion of the Building so designated is subject to certain rights of owners and occupants of the Commercial Portion of the Building and their employees and invitees pursuant to the Cross-Easement Agreement, the fact that the Unit Owners, Occupants and their guests have certain rights and easements with respect to the Commercial Portion of the Building pursuant to the Cross-Easement Agreement, and the fact that pursuant to and subject to the terms of the Cross-Easement Agreement, the Unit Owners, Occupants and their employees and invitees have (a) exclusive easements for the use of the rooms on the lobby (first) and basement floors of the Building designated in the Declaration Plan as "Exclusive Easement Area for Residential Use"; (b) a nonexclusive easement for pedestrian ingress and egress along and for the maintenance of the hallway of the basement floor of the Building extending from the entrances to the four main elevators to the westernmost end of said hallway; (c) nonexclusive easements for pedestrian ingress and egress (i) through the elevator shafts and stairwells on the lobby and basement floors of the Building as shown in the Declaration Plan and (ii) through the entry

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to the room designated in the Declaration Plan as "Main Lobby", and through the entries on the south side of the lobby (first) floor of the Building; and (d) an easement for the use of said "Main Lobby" and the room designated in the Declaration Plan as the "Elevator Lobby" for the purposes customarily associated with a lobby, as long as such use does not unreasonably interfere with the right of owners and occupants of the Commercial Portion of the Building and their employees and invitees to have pedestrian ingress and egress through said rooms. A graphic depiction of the Building which, together with the provisions of this Declaration and the Cross-Easement Agreement, is sufficient to describe the division of the Building into the Condominium Portion of the Building and the Commercial Portion of the Building, is set forth in the Declaration Plan.

4. Definitions. The terms used in this Declaration of Condominium and its exhibits shall have the meaning for each stated as follows unless the context otherwise requires:

4.1 "Articles" mean the Articles of Incorporation of the Association, as they may be amended from time to time.

4.2 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against each Unit Owner.

4.3 "Association" means Gateway Towers Condominium Association, Inc., a Pennsylvania nonprofit corporation, and its successors, which corporation is the entity used by the Council to manage the affairs of the Condominium and the operation of the Condominium Property.

4.4 "Code of Regulations" means the Code of Regulations of Gateway Towers Condominium, the governing regulations for the administration and management of the Condominium Property and the Association adopted in accordance with the Unit Property Act, recorded on or about the date hereof in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, which regulations are by this reference incorporated herein and made a part hereof, as such regulations may be amended from time to time.

4.5 "Commercial Portion of the Building" means the ground level (first floor), second floor, third floor and top (twenty-seventh) floor of the Building and the two floors below the ground level of the Building (the basement and subbasement), the roof and foundation of the Building, and the one commercial or low-rise elevator, all being more particularly described in Exhibit "A-2" attached hereto and made a part hereof by this reference, all of which floors are subject to the easements for the benefit of Unit Owners, Occupants and their invitees, as described in Subsection 3.2 and the Cross-Easement Agreement. Also, implicit in the term "Commercial Portion of the Building" is the fact that the owners and occupants of the Commercial Portion of the Building and their employees and invitees have certain rights and easements with respect to the Condominium Portion of the Building pursuant to the Cross-Easement Agreement.

4.6 "Common Elements" mean any part of the Condominium Property not included within the Units, tangible personal property owned by the Association and required or useful for

the maintenance and operation of the Condominium Property and any other part of the Condominium Property designated as Common Elements in Subsection 5.6 or elsewhere in this Declaration.

4.7 "Common Expenses" mean the expenses, Assessments and contributions to reserves for which the Unit Owners are liable to the Association, including, but not limited to, expenses of operation, maintenance, repair or replacement, or other expenses incurred on account of the Common Elements, expenses of administration and management of the Condominium Property, contributions to the reserve fund necessary, in the opinion of the Council, for the replacement of the Common Elements and expenses declared Common Expenses by the Association, but not including Special Assessments.

4.8 "Common Profits" means the excess of all receipts of the Association, including but not limited to Assessments, over the amount of Common Expenses.

4.9 "Condominium Documents" mean this Declaration, the Articles, the Code of Regulations, and all exhibits annexed thereto, as the same may be amended from time to time.

4.10 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit and, when the context permits, the term includes all of the appurtenances to the Unit.

4.11 "Condominium Property" means the Land, the Condominium Portion of the Building, all other improvements on the Land subjected to this Declaration, the furniture, fixtures, equipment and all other personal property in the Condominium Portion of the Building or in any portion of the Commercial Portion of the Building in which the Unit Owners and Occupants have an easement, and all easements, rights-of-way and rights appurtenant thereto intended for use in connection with the Condominium.

4.12 "Council" means the board of administration of the Association (the governing body of the Association defined as the "council" in the Unit Property Act and as the "board of directors" in the Corporation Not-for-profit Code of the Commonwealth of Pennsylvania), composed of Directors, which is responsible for managing the business, operation and affairs of the Condominium Property and the Association in accordance and subject to the provisions of the Unit Property Act, said Corporation Not-for-profit Code and the Condominium Documents.

4.13 "Cross-Easement Agreement" means the agreement by and between the Sponsor and Three Rivers Capital, Inc., a copy of which is attached hereto as Exhibit "C" and by this reference made a part hereof, as said agreement may be amended from time to time.

4.14 "Declaration Plan" means the Declaration Plan of Gateway Towers Condominium, the survey of the Land and the graphic description of the improvements thereon, including a location sketch, site plan and floor plans, which by this reference are incorporated herein and made a part hereof. The Declaration Plan bears the verified statement of a registered architect or licensed engineer certifying that the

Declaration Plan fully and accurately shows the Condominium Property, the location of the Building, the Building itself and the layout of the floors of the Condominium Portion of the Building, including the Units and the Common Elements, and fully and accurately sets forth the name of the Condominium and the designation for each Unit, and the Declaration Plan is recorded on or about the date hereof in the Recorder's Office of Allegheny County, Pennsylvania, in the records maintained for the recording of subdivision plans.

4.15 "Institutional Mortgage" means a first mortgage on a Condominium Parcel or Condominium Parcels held by an Institutional Mortgagee.

4.16 "Institutional Mortgagee" means a bank, a savings and loan association, an insurance company, a FHA-approved mortgage lender, a pension fund, a real estate or mortgage investment trust, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States government, a mortgage banker or any other lender generally recognized in the community as an institutional type of lender or its loan correspondent, or the Sponsor, holding a first mortgage on a Condominium Parcel or Condominium Parcels.

4.17 "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.

4.18 "Reasonable Attorneys' Fees" mean reasonable fees for the services of attorneys at law, whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then fees for such services for all review of the same by appeal or otherwise.

4.19 "Special Assessments" mean the costs and expenses, other than Common Expenses, for which the Unit Owners are liable to the Association.

4.20 "Sponsor" means Gateway Capital, Inc., a Georgia corporation, and such successors, assigns and successors in title as shall acquire any Units for the purpose of development or sale or both and shall be designated or described by Gateway Capital, Inc., or a successor Sponsor as a Sponsor for the purposes hereof by a written instrument recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, prior to or contemporaneously with such entity's beginning to act as Sponsor hereunder. By its terms, any such designation by Gateway Capital, Inc. or a successor Sponsor either may be for specific designated purposes or may be for all purposes, may be subject to such limitations or reservations as Gateway Capital, Inc. or such successor Sponsor may provide in such designation and may also include the right of redesignation by such successor and further successors. Also, by its terms, any such designation may provide that it shall become effective upon the occurrence of such event or events as shall be specified in such document.

4.21 "Unit" means one of the separate and identified 308 private dwellings subject to exclusive ownership which are described in the Declaration Plan and listed in Exhibit "B", each of which is identified by a number different from the numbers assigned to all the other Units. When a Unit is

conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements and Common Profits; (b) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in a space which is vacated shall be terminated automatically; and (c) other appurtenances as may be provided in this Declaration.

4.22 "Unit Owner" or "Owner of Unit" means the owner, or as the case may be, owners in fee simple of a Condominium Parcel.

4.23 "Utility Services" include but are not limited to telephone service, electric power, water, chilled water, gas, heating, air conditioning and garbage and sewage disposal.

5. Identification. The Condominium is described and established as follows:

5.1 Legal Description. The detailed legal description of the Land is set forth on Exhibit "A".

5.2 Declaration Plan. The Condominium Property includes the Units and Common Elements as shown on the Declaration Plan.

5.3 Percentage of Common Elements, Common Expenses and Common Profits and Votes per Unit. The undivided interests, stated as percentages, in the Common Elements which are appurtenant to each Unit are set forth in Exhibit "B", attached hereto and by this reference made a part hereof. The percentage of votes per Unit with respect to any matter upon which the Association votes and the percentage and manner of sharing Common Expenses and owning Common Profits are also set forth in Exhibit "B". Such shares of the Common Elements, Common Expenses and Common Profits cannot be conveyed or encumbered except together with the Unit to which each such share is appurtenant. The share in the Common Elements appurtenant to each Unit shall remain undivided, and no action for the partition of the Condominium Property or any part thereof shall lie, except in accordance with Section 802 of the Unit Property Act.

5.4 Easements. Each of the following easements is reserved through the Condominium Property, is a covenant running with the Land and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the removal of any portion of the Condominium Property from the Condominium:

(a) Utilities. Each Unit shall have an easement as may be required for Utility Services in order to serve the Condominium adequately; provided, however, easements through a Unit shall be according to the plans and specifications for the Building or as the Building is actually constructed or reconstructed, unless otherwise approved in writing by the Unit Owner. The Council or its designee shall have a right of access to each Unit to inspect such Unit, to maintain, repair or replace drainage facilities and the pipes, wires, ducts, vents, cables, conduits and facilities related to the providing of other Utility Services and Common Elements contained in the Unit or elsewhere in the Condominium Property,

and to remove any improvements interfering with or impairing the Utility Services, drainage facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entries shall not be made without prior notice to the Unit Owner.

(b) Ingress and Egress. Each Unit shall have an easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, elevators, walkways and lanes, and like passageways, as the same may from time to time exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area. This easement shall be nonexclusive and shall include the right of ingress and egress.

(c) Encroachments. In the event that any Unit encroaches or shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element encroaches or shall encroach upon any Unit, then an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist. In addition, in the event the Condominium Portion of the Building is partially or totally destroyed and rebuilt and any Unit then encroaches upon any of the Common Elements or upon any other Unit, an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist.

(d) Drainage. Each Unit shall have an easement as may be required to drain the Condominium Property adequately.

(e) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other Units and the Common Elements.

(f) Sponsor. Until such time as the Sponsor has completed all of the improvements it contemplates on the Condominium Property and has sold all of the Units, easements, including, but not limited to, easements for ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required by the Sponsor and any designees of the Sponsor for the completion of the improvements contemplated by the Sponsor, the sale of the Units and the repair, replacement and maintenance of Condominium Property the Sponsor may consider not to have been adequately repaired, replaced or maintained, as the case may be, by the Association or any Unit Owner or Unit Owners. Neither the Association, the Unit Owners other than the Sponsor, nor their use of the Condominium Property shall interfere in any way with such completion and sale. The Sponsor and its designees shall have the rights to use any unoccupied Units and all parts of the Common Elements for model apartments and sales offices, to show model apartments, unoccupied Units and Common Elements to prospective purchasers of Units, to

erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease, and to use the Common Elements (including, without limitation, office space) and unoccupied Units for its administrative functions prior or subsequent to the sale of the Units.

(g) Additional Easements. The Sponsor (as long as it owns any Units) and the Association each shall have the right to grant such additional easements for Utility Services or to relocate any existing easements for Utility Services or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Sponsor or the Association, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of any or all of the improvements on the Land, for the general health or welfare of the Unit Owners or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of Units for dwelling purposes. Should it be necessary to execute any instrument to evidence such easements or designate the beneficiaries thereof, each Unit Owner, by the acceptance of a deed to his respective Condominium Parcel, does hereby designate or appoint the Sponsor, and if the Sponsor shall no longer own any Condominium Parcels, the Association, as his attorney-in-fact to execute any and all instruments on his behalf for the purpose of evidencing and recording the easements reserved in this Subsection 5.4 and the designating of the beneficiaries thereof. During the period the Sponsor has the right to act as such attorney-in-fact, neither the consent nor the approval of the Association or its members shall be required for any such execution and recording.

5.5 Unit Boundaries. Each Unit includes that part of the Condominium Portion of the Building lying within the boundaries of the Unit, other than the Common Elements described in Subsections 5.6(a), 5.6(b) and 5.6(c) hereof, subject to the easements described in Subsections 5.6(d), 5.6(e), 5.6(f), 5.6(g) and 5.6(h), but does not include the boundaries of the Unit as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundary -- the horizontal plane of the unfinished lower interior surface of the concrete slab ceiling.

(ii) Lower Boundary -- the horizontal plane of the unfinished upper interior surface of the concrete slab floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit, excluding paint, wallpaper or like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

5.6 Common Elements. The Common Elements include the Land and all of the parts of the Condominium Portion of the Building other than the Units. The Common Elements specifically include, without limitation: (a) all windows and exterior doors located within or adjacent to a Unit; (b) all load-bearing walls and structural parts of the Condominium Portion of the Building, whether or not located within the boundaries of a Unit as defined in Subsection 5.5; (c) the property and installations on the Land or in any improvement thereon required for furnishing Utility Services and other services to more than one Unit or to the Common Elements; (d) all easements through Units for conduits, ducts, plumbing, wiring and other facilities for furnishing Utility Services to Units and the Common Elements, (e) an easement of support in every portion of each Unit and the Commercial Portion of the Building which contributes to the support of the Building; (f) cross-easements for ingress, egress, support, maintenance, repair, replacement and Utility Services; (g) easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by settlement or movement of the Building or caused by minor inaccuracies in construction or reconstruction which now exist or hereafter exist, and such easement shall continue until such encroachment no longer exists; and (h) easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over any Unit.

5.7 Sponsor's Sales Efforts. Until such time as the Sponsor has sold all of the Units, it shall also have the right to transact any business necessary to consummate sales and leases of Units, including, but not limited to, the rights to maintain Units as model apartments, to display signs on the Condominium Property, to operate sales offices in the Units and/or the Common Elements, to maintain employees on the Condominium Property, to use the Common Elements for other purposes and to show Units. The fixtures and furnishings of any sales office and signs and all items pertaining to the sales shall not be considered Condominium Property and shall remain the property of the Sponsor.

5.8 Amendment of Plans.

(a) Alteration of Unit Plans. The Sponsor reserves the right to change the interior design and arrangement of all Units, to alter the boundaries between Units and to increase or decrease the number of Units by combining two or more Units or subdividing one or more Units, so long as all the Units so altered are owned by the Sponsor or other Unit Owners who consent in writing to such alteration as described below in Subsection 5.9(b). No such change shall alter the boundaries of the Common Elements (other than interiors of walls abutting Units owned by the Sponsor) without amendments to this Declaration and the Declaration Plan approved in the manner elsewhere provided in this Declaration and the Declaration Plan. If the Sponsor shall make any changes in Units authorized by the first sentence in this subsection, such changes shall be reflected by an amendment to this Declaration. If more than one Unit is concerned, the Sponsor shall apportion between the Units the shares in Common Elements which are appurtenant to the Units concerned, and the voting rights, the Common Expenses and the Common Profits of the Units concerned, and the shares thereof shall be stated in an amendment to this Declaration.

(b) Amendment to Declaration. An amendment to this Declaration or the Declaration Plan reflecting such alteration of Unit plans by the Sponsor need be signed and acknowledged only by the Sponsor, the Owners of any Units so altered, and any holders of Institutional Mortgages encumbering the altered Units, and such amendment need not be approved by the Association, other Unit Owners, other Institutional Mortgagees, lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not permit the change of the percentage of the proportionate share of the Common Expenses, Common Profits or voting rights appurtenant to any Unit not owned by the Sponsor, unless such change is consented to in writing by the Owner of any such Unit and any Institutional Mortgagee holding a mortgage on said Unit.

(c) Renovation of Common Elements by Sponsor. The Sponsor contemplates that on or about the date of the filing of this Declaration in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, the Sponsor will engage in a program of refurbishing the Common Elements. Until such time as the Sponsor has completed this program or until January 1, 1981, whichever shall last occur, the Sponsor shall have the right and an easement to do such work as the Sponsor deems necessary or appropriate to complete such program. Moreover, the Sponsor reserves the right to change the interior design and arrangement of all Common Elements as long as the aggregate area of the Common Elements is not materially diminished. Any alteration of the Common Elements made by the Sponsor pursuant to this subsection relocating any wall which is within the Common Elements or which forms a boundary thereof need be depicted only in an amendment to the Declaration Plan filed by the Sponsor for record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

6. Association. The operating entity of the Condominium shall be the Association.

6.1 Council. The first Directors are A. A. Bluestone, Robert Carey and Alexander C. Speyer, Jr., residents of the Commonwealth of Pennsylvania.

6.2 Powers and Duties.

(a) The Association shall have all of the powers and duties reasonably necessary to operate the Condominium, as set forth in the Condominium Documents.

(b) After the filing of this Declaration, the Association, when authorized by a vote of not less than a majority of the Board of Directors and by members holding two-thirds (2/3) of the votes of the Association, and when approved by the owners and holders of Institutional Mortgages encumbering two-thirds (2/3) of the Units encumbered by Institutional Mortgages, may purchase and/or acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, shops, stores, clubs and recreational facilities, whether or not contiguous to the Land, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners. The expense of ownership,

rental, membership fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses.

6.3 Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. The designation of the person entitled to vote shall be carried out as provided by and subject to the provisions and restrictions set forth in the Code of Regulations. The percentage of votes to which each Unit is entitled as set forth in Exhibit "B", is not divisible.

6.4 Amendments to Articles or Code of Regulations. The Articles and Code of Regulations may be amended in the manner provided therein, but no amendment shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage or change a provision of the Articles or Code of Regulations with respect to the rights and privileges of Institutional Mortgagees without the written approval of all Institutional Mortgagees. No amendment shall change the rights and privileges of the Sponsor without the Sponsor's written approval.

6.5 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable beyond the coverage of any insurance it maintains for injury or damage, other than the cost of maintenance and repair of property, caused by any latent condition of any property to be maintained and repaired by the Association, or caused by the elements, Unit Owners or other persons or otherwise.

6.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Unit Owner in an Association meeting, unless the joinder of record Owners of Units is specifically required for such matter by law or by the Condominium Documents.

6.7 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7. Termination. The Condominium may be terminated in the following manner:

7.1 Agreement. Except in the event of the substantially total destruction of the Condominium Portion of the Building (as provided in the Code of Regulations), the Condominium may only be terminated by the approval, in writing, of all of the record Owners of Units in the Condominium and the holders of all mortgages, judgments and other liens affecting the Units, and by the recording of such approval in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

7.2 Effect of Termination. If the Unit Owners decide to terminate the Condominium, as provided in Subsection 7.1, the Unit Owners shall thereupon be the owners, as tenants-in-common, of the Condominium Property, in the same undivided shares

as each such Unit Owner previously owned the Common Elements as shown on Exhibit "B" to this Declaration, and any net proceeds of insurance resulting from any damage to the Condominium shall be distributed in accordance with the Code of Regulations.

7.3 General Provisions. Upon termination of the Condominium, any mortgagee or lienor of a Unit Owner who shall thereby become a tenant-in-common shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant-in-common in and to the Condominium Property which the Unit Owner may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying with respect to the facts effecting the termination, which certificate shall become effective upon being recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

7.4 Amendment of Termination Provisions. Subsection 7.3 cannot be amended without the consent of all Unit Owners and of all record holders of Institutional Mortgages.

8. Amendment to Declaration on Account of Condemnation. Any changes in Units, in the Common Elements or in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Council.

9. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Condominium Parcels, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

9.1 Occupancy. Each Unit shall be used only as a residence for the Occupants thereof permitted in this subsection, except as otherwise expressly provided in this section. A Unit owned by an individual, corporation, partnership, trust, estate or foundation may only be occupied by the following persons, and such persons' families and guests: (a) the individual Unit Owner, (b) an officer, director, stockholder or employee of such corporation, (c) a partner or employee of such partnership, (d) the beneficiaries of such trust, estate or foundation, or (e) permitted Occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a beneficiary of a lessee or sublessee which is a trust, estate or foundation. Except as provided to the contrary herein, no more than one family may reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event may more than two persons occupy a studio Unit or section thereof, nor more than four persons occupy a one-bedroom Unit or section thereof, nor more than six persons occupy a two-bedroom Unit or section thereof, nor more than eight persons occupy a three-bedroom

Unit or section thereof. The Council shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Subsection 9.1 shall not be applicable to Units used by the Sponsor for model apartments, sales offices or management services.

9.2 Pets. No pets may be kept on the Condominium Property without the prior written approval of the Council, as provided herein and in any rules and regulations adopted for the Condominium Property.

9.3 Exterior Improvements and Landscaping. No Unit Owner shall cause or allow anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Building, nor shall any Unit Owner cause or allow the planting or growing of any type of shrubbery, flower, tree, vine, grass or other plant life on the Land without the prior written consent of the Council.

9.4 Use of Common Elements. The Common Elements shall be used only for furnishing the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

9.5 No Improper Uses. No immoral, improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Laws, orders, rules, regulations and requirements of any governmental agency having jurisdiction over any portion of the Condominium Property and relating thereto shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere set forth in this Declaration. No Unit Owner or Occupant shall do anything on the Condominium Property, nor shall any Unit Owner permit or suffer anything to be done or kept in his Unit, which would cause an increase in the rate of insurance on the Condominium Property.

9.6 Sections of Units. If a Unit is properly divided into sections pursuant to Subsection 5.8 hereof or Subsection 15.2 of the Code of Regulations, each such section may be separately rented and occupied.

9.7 Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided in the Code of Regulations.

9.8 General

(a) Unit Owners shall not obstruct the walkways, entrances, halls, corridors, stairways and driveways on the Condominium Property and shall not use them for any purpose other than ingress to and egress from the Units.

(b) Unit Owners shall not use or permit the use of their Units in any manner which would be disturbing or be a nuisance to others, or in such a way as to be injurious to the reputation of the Condominium, and to that end not less than 80% of the floor area of each Unit not owned by the Sponsor shall at all times be covered by rugs or carpeting.

(c) Unit Owners shall not obstruct, litter, deface or misuse the Common Elements in any manner.

(d) Each Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep, throw or permit any dirt or other substance to be swept or thrown therefrom.

(e) No "for sale" signs, "for rent or lease" signs or other window displays or advertising shall be placed on any part of the Condominium Property by any person or entity other than the Sponsor or its designees, except to the extent authorized by the Association.

(f) Unit Owners, Occupants and their families, employees, servants, agents, visitors and licensees must obey all parking and traffic regulations promulgated by the Council.

(g) No motorized vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight hours, and no vehicles shall be repaired on the Condominium Property.

(h) No boats, trailers, campers or recreational vehicles of any sort shall be kept overnight on the Condominium Property.

(i) Only automobiles, motorcycles and motor scooters may be parked in the parking areas.

(j) No Unit Owner may put his name on an entry to his Unit or any mail receptacle therefor, except in the place and in the manner prescribed by the Council.

(k) The recreational areas are solely for the use of the Unit Owners, Occupants and their invited guests. Such facilities shall be used in accordance with rules and regulations adopted from time to time by the Council, which may be posted in the recreational areas.

(l) The Council shall arrange for parking spaces to be available for Unit Owners for valet parking, which will be available at the monthly rate set by the Council from time to time. The charge therefor shall be a Special Assessment due in advance along with the payment of Assessments at the regular intervals.

9.9 Pets. Notwithstanding any other provision in the Condominium Documents to the contrary, the following restrictions shall not apply to animals in residence upon the Condominium Property prior to the recording hereof in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania. No pets or animals shall be kept or maintained on or about the Condominium Property except small dogs, cats, fish and small birds (hereinafter referred to individually as a "Pet" or collectively as "Pets") of Unit Owners, subject to the terms and conditions hereinafter set forth. No Pet shall be kept or maintained in or about the Condominium Property unless a Unit Owner and a representative of the Association have signed a "Pet Permission Agreement" with regard to such Pet and the Unit Owner has paid any deposit required by the Council

in connection therewith. The right to maintain a Pet is conferred only by the signing of a Pet Permission Agreement, is in the nature of a conditional license and is subject to revocation and termination at any time by the Council upon its sole determination that such Pet is vicious, is annoying other residents or is otherwise a nuisance, or upon the failure of a Unit Owner to comply with this subsection or any rules and regulations of the Association pertaining to Pets. In addition to those terms and conditions stated above and enumerated in the Pet Permission Agreement itself, a Unit Owner's right to maintain a Pet is also subject to the following terms and conditions:

(a) Any Pet other than a small bird or a fish must have been brought upon the Condominium Property not later than the time of its owner's acquisition of title to a Unit, and upon the death or disposal of that particular Pet by such Unit Owner, it shall not be replaced.

(b) Persons occupying Units under leases entered into after the recording hereof in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, as well as visitors and guests of Unit Owners, are not permitted to bring any Pets onto the Condominium Property.

(c) Any Pet shall be sufficiently small so that it can be carried in one arm.

(d) Pets must not be curbed near the Building, walkways, shrubbery, gardens or any other public places. Pets must be walked off the Condominium Property.

(e) Pets are not allowed in the lobby or public rooms at any time.

(f) Each Unit Owner shall assume full responsibility for any damage to persons or property caused by any Pet of a resident of his Unit, and in the event any such Pet shall defecate in the garage, elevator or any other public area, it is that Unit Owner's responsibility to clean up the mess.

10. Selling, Leasing and Mortgaging of Units. No Unit Owner other than the Sponsor may sell, lease or mortgage his Unit except by complying with the following provisions:

10.1 Right of First Refusal on Sales. Any Unit Owner who receives a bona fide offer to purchase his Condominium Parcel (such offer to purchase being hereinafter referred to as an "Outside Offer", and the party making any such Outside Offer being hereinafter referred to as an "Outside Offeror", and the Unit Owner to whom the Outside Offer is made being hereinafter referred to as an "Offeree Unit Owner") which he intends to accept shall give notice of the receipt of such offer to the Secretary of the Association by certified mail, return receipt requested, or by hand delivery with said Secretary giving a receipt therefor. Said notice shall also state the names and addresses of the Offeree Unit Owner, the Outside Offeror, the terms of the proposed transaction and such other information as the Council may reasonably require. The giving of such notice to the Council shall constitute an offer by such Offeree Unit Owner to sell his Condominium Parcel

to the Association or any designee thereof upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Unit Owner to the Association that he believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall also submit in writing such further information with respect thereto as the Council may reasonably request within ten days after said Secretary's receipt of said notice. No later than fifteen days after the Secretary's receipt of such notice together with such further information as may have been requested, the Association, through the Council or any designee the Association, may elect, by sending written notice to such Offeree Unit Owner before the expiration of said fifteen-day period by certified mail, return receipt requested, to purchase such Condominium Parcel upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

(a) Acceptance of Offer. In the event the Council shall elect in a timely manner for the Association to purchase such Condominium Parcel or to cause the same to be purchased by a designee of the Association, the sale shall be closed at the office of an attorney for the Association, in accordance with the terms of the Outside Offer, within forty-five days after the giving of notice by the Council of its election for the Association or its designee to accept such offer. If, pursuant to such outside Offer to purchase said Condominium Parcel, the Outside Offeror agreed to assume or take title to the Condominium Parcel subject to the Offeree Unit Owner's existing mortgage or mortgages, the Association may purchase the Condominium Parcel and assume or take title to the Condominium Parcel subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner shall convey the same to the Association, or to its designee, as the case may be, by a warranty deed complying with all pertinent Pennsylvania legal requirements, with all transfer tax thereon paid by the Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Unit Owner and the Association, or its designee, as of the closing date.

(b) Nonacceptance of Offer. In the event the Association or its designee shall fail to accept such offer within said fifteen-day period, the Offeree Unit Owner shall be free to accept the Outside Offer within sixty days after (i) notice of refusal is sent, or (ii) the expiration of the period in which the Association or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, within such sixty-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such sixty-day period but such sale shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Condominium Parcel, the Offeree Unit Owner shall be required to comply again with all the terms and provisions of this section.

10.2 Release by the Association of Right of First Refusal. The right of first refusal contained in Subsection 10.1 may be released or waived by the Association only in the manner

provided in Subsection 10.3 In the event the Association shall so release or waive its right of first refusal with respect to any Condominium Parcel, such Unit may be sold or conveyed, free and clear of the provisions of Subsection 10.1.

10.3 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary of the Association stating that the provisions of Subsection 10.1 have been met by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Association through the Council and that, as a result thereof, the rights of the Association thereunder have terminated, shall be conclusive upon the Association and the Unit Owners in favor of all persons who rely on such certificate in good faith. The Council shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such subsection have, in fact, terminated. No fee shall be charged by the Association in connection with the furnishing of such certificate in excess of the expenditures reasonably required for same.

10.4 Financing of Purchase of Condominium Parcels by the Association. The purchase of any Condominium Parcel by the Association shall be on behalf of all Unit Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Council may levy a Special Assessment against each Unit Owner other than the Offeree Unit Owner, in the proportion that his share of the Common Expenses bears to the total of the Common Expenses as reduced by the subtraction of the share attributable to the Unit being purchased, and/or the Council may, in its discretion, arrange financing for the acquisition of such Condominium Parcel; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Condominium Parcel being purchased.

10.5 Exceptions. The provisions of Subsection 10.1 shall not apply with respect to any sale or conveyance of any Condominium Parcel by (a) the owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or to more than one of them, (b) the Sponsor, (c) the Association, (d) any proper officer conducting the sale of a Condominium Parcel in connection with the foreclosure of an Institutional Mortgage encumbering such Condominium Parcel or delivering a deed in lieu of foreclosure thereof, or (e) an Institutional Mortgagee (or its assigns) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding Unit Owner shall be bound by, and his Condominium Parcel subject to, the provisions of this Section 10.

10.6 Restrictions on Leasing by Unit Owners. Unit Owners may lease Units only for terms of one year or longer and only pursuant to written leases. Leases may not be assigned, and no Units may be subleased.

10.7 Restrictions on Mortgages. No Unit Owner may encumber his Condominium Parcel by executing a mortgage or similar instrument without the approval of the Council, except to an Institutional Mortgagee or except by a purchase money mortgage delivered to the Unit Owner selling the Condominium Parcel in a sale for which a certificate has been issued pursuant to

Subsection 10.3. The approval or disapproval of any other proposed mortgages shall be within the sole and absolute discretion of the Council.

10.8 Violations. Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Council, and if the Council shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of said Unit Owner as the purported landlord. Said Unit Owner shall reimburse the Association for all expenses (including Reasonable Attorneys' Fees and disbursements) incurred in connection with such proceedings.

10.9 Sponsor's Exemption. The restrictions of this Section 10 shall not apply to Units owned by the Sponsor. The Sponsor shall have the right to sell, lease, sublease and/or mortgage Units it owns without having first to offer the same for sale to the Association or to obtain the approval of the Council for any proposed sale, lease or mortgage.

10.10 No Severance of Ownership. No part or interest in the Common Elements appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of a Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include the interest in the Common Elements appurtenant to that Unit.

10.11 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Condominium Parcel by a bona fide gift, to devise his Condominium Parcel by will, or to have his Condominium Parcel pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Condominium Parcel subject to, the provisions of this Section 10.

11. Restrictions Required in Deeds of Condominium Parcels. Deeds of Condominium Parcels shall contain, in addition to such provisions as may be required by the Unit Property Act, the following provisions:

(a) "The Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this deed covenants and agrees to pay such charges for the maintenance of, repairs to, replacement of and expenses in connection with the Common Elements as may be assessed from time to time by the Council in accordance with the Unit Property Act of Pennsylvania, and further covenants and agrees that the Unit conveyed by this deed shall be subject to a charge for all amounts so assessed and that, except insofar as Sections 705 and 706 of said Unit Property Act may relieve a subsequent Unit Owner of liability for prior unpaid Assessments, this covenant shall run with and bind the land or Unit thereby conveyed and all subsequent Owners thereof."

(b) "The Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this deed further covenants

and agrees to comply with the Code of Regulations and with such rules governing the details of the use and operation of the Condominium Property of which said Unit is a part as may be in effect from time to time and with the covenants, conditions and restrictions set forth in the Declaration of Condominium of and Declaration Plan for Gateway Towers Condominium, or in this deed. The provisions of this paragraph shall constitute a covenant which shall run with and bind the Grantee, said Unit and all owners thereof subsequent to the Grantee."

(c) "All terms used in the two immediately preceding paragraphs shall have the meanings therefor established in said Declaration of Condominium, together with any amendments thereto, as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania."

12. Purchase of Condominium Parcel by Association. The Association shall have the power to purchase Condominium Parcels, subject to the following provisions:

12.1 Decision. The decision of the Association to purchase a Condominium Parcel shall be made by the Council without the approval of the members of the Association, except as provided in Subsections 12.2 and 12.3.

12.2 Limitation. If at any one time the Association is already the owner of or has agreed to purchase one or more Condominium Parcels, it may not purchase any additional Condominium Parcel without the prior written approval of members holding 75% of the votes of those members eligible to vote thereon, except as provided in Subsection 12.3 below. A member whose Condominium Parcel is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitation shall not apply to Condominium Parcels either to be purchased at a public sale resulting from a foreclosure for delinquent Assessments or both Assessments and Special Assessments where the bid of the Association does not exceed the amount of Assessments found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien. In any event, the Council or a designee thereof, acting on behalf of the Association, may only purchase a Condominium Parcel in accordance with Subsection 12.1 or as the result of a sale pursuant to the foreclosure of (a) a lien upon the Condominium Parcel for unpaid taxes, (b) the lien of a mortgage, (c) the lien for unpaid Assessments or both Assessments and Special Assessments, or (d) any other judgment lien or lien attaching to such Condominium Parcel by operation of law.

12.3 Manager's Unit. The Association shall have a right of first refusal to purchase Unit 4A for use as a residence for a manager of the Condominium. Such conveyance would be by limited warranty deed, subject to those exceptions, restrictions, terms and conditions normally applicable to the conveyance of other Units by the Sponsor. In return, the Association would pay the Sponsor the purchase price of Sixty Thousand and No/100ths (\$60,000.00) Dollars. This purchase price is premised upon Unit 4A being conveyed "as is", without any refurbishment by the Sponsor. Such right of first refusal shall last until six months after the Unit Owners

other than the Sponsor elect a majority of the Council or until the passage of title to that Unit to the Association, whichever occurs first. If Unit 4A is not conveyed to the Association within said period of time, that Unit may be sold by the Sponsor to another purchaser, free of said right of first refusal. Although Unit 4A, if purchased by the Association, will be owned by the Association, that Unit would not become part of the Common Elements. After such conveyance the Association would be responsible for all expenses for the retention and maintenance of Unit 4A, including without limitation mortgage payments, Assessments and property taxes on that Unit.

13. Notice of Lien or Suit.

13.1 Notice of Lien. A Unit Owner shall give notice in writing to the Secretary of the Association of every lien upon his Condominium Parcel, other than liens for Institutional Mortgages, taxes and special assessments, within five days after he learns of the attaching of the lien.

13.2 Notice of Suit. A Unit Owner shall give notice in writing to the Secretary of the Association of every suit or other proceeding which may affect the title to his Condominium Parcel, with such notice to be given within five days after the Unit Owner obtains knowledge thereof.

13.3 Failure to Comply. Failure to comply with this section will not affect the validity of any judicial proceeding.

14. Execution of Documents Required by Governmental Authorities. The Sponsor's plan for the establishment of the Condominium may require from time to time the execution of certain documents required by governmental authorities having jurisdiction over the Condominium. To the extent that said documents require the joinder of any or all Unit Owners, each of the Unit Owners, by virtue of his acceptance of a deed to his Condominium Parcel, does irrevocably give and grant to the Sponsor or any of its officers, individually, full power of attorney to execute said documents as his agent and in his place and stead.

15. Amendments. Subject to the other provisions of this Declaration relative to amendment, this Declaration and the Declaration Plan may be amended in accordance with the following provisions:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association or the Council at which a proposed amendment is considered.

15.2 Resolution. An amendment may be proposed only by a majority of the entire membership of the Council. A resolution adopting a proposed amendment must be adopted by the affirmative vote of members holding not less than two-thirds (2/3) of the votes of the Association. Members of the Association not present at the meeting considering the amendment who are entitled to vote at such meeting may vote by written proxy, delivered to the Secretary of the Association at or before such meeting.

15.3 Agreement. In the alternative, an amendment to the Declaration may be made or an amendment to the Declaration Plan may be approved by an agreement signed and acknowledged by the record Owners of all Units in a form sufficient to entitle such amendment to be recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

15.4 Sponsor.

(a) In addition to the procedures described above in this section, as long as the Sponsor shall hold fee simple title to any Unit, this Declaration may be amended by the Sponsor if such amendment does not violate the terms of the Unit Property Act or this Declaration. The subject matter of any such amendment may include, without limitation, the combining of two or more Units or the subdividing of one or more Units owned by the Sponsor (without, however, changing the aggregate percentage of Common Elements appurtenant to such Units) or any matter required by a governmental agency or an Institutional Mortgagee willing to make or purchase a permanent mortgage loan secured by a Unit. Any amendment by the Sponsor pursuant to this subsection shall be effective without the joinder of any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional Mortgage as it affects a Condominium Parcel, or change the size or dimensions of any Unit not owned by the Sponsor. If such an amendment makes any changes in the size or dimension of any Unit, such changes shall be reflected by amendments to the Declaration Plan and to this Declaration, and said amendments need only be executed and acknowledged by the Sponsor and any holders of Institutional Mortgages encumbering any such Unit, and said amendments shall be recorded as provided in Subsection 15.6. If more than one Unit is changed, the Sponsor shall apportion among the Units the shares in the Common Elements, Common Expenses, Common Profits and voting rights of the Units concerned, and such shares of the Common Elements, Common Expenses, Common Profits and voting rights shall be set forth in the amendment to this Declaration.

(b) As long as the Sponsor is the Owner of any Unit, no amendment to this Declaration may be made unless the Sponsor shall join in the execution of such amendment, nor shall any amendment make any change which would in any way affect the rights, privileges or powers of the Sponsor, unless the Sponsor shall join in the execution thereof.

15.5 Proviso. Any provision in this section to the contrary notwithstanding, however, no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Unit Owners or Units unless the Unit Owners so affected and the holders of Institutional Mortgages on such Units shall unanimously consent thereto; no amendment shall change any Unit or change the percentage of its share in the Common Elements appurtenant thereto or any other of its appurtenances, or increase the percentage of any Unit Owner's share of the Common Expenses, unless the Owners of Units which would be changed or the percentage of whose shares of would be changed and all holders of Institutional Mortgages on such Units shall join in the execution of the amendment.

15.6 Execution and Recording. A copy of each amendment by the Association shall be executed by the Association with formalities of a deed. No amendment to the Declaration shall be effective until such amendment is recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, and no amendment to the Declaration Plan shall be effective unless it is certified as required by the Unit Property Act for the Declaration Plan itself and until such amendment is recorded as required by the Unit Property Act for the Declaration Plan itself. Notwithstanding the foregoing two sentences, any amendment made by the Sponsor pursuant to this Declaration shall not require any action by the Association to be effective.

16. Intent. It is the intent of the Sponsor to create a condominium pursuant to the Unit Property Act. In the event that the condominium created by this Declaration shall fail in any respect to comply with the Unit Property Act, then the common law as the same exists on the filing date of this Declaration shall control, and the condominium hereby created shall be governed in accordance with the several laws of the Commonwealth of Pennsylvania, the Code of Regulations, the Articles and all instruments and exhibits attached to or made a part of this Declaration.

17. Covenants Running With the Land and the Condominium Portion of the Building. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and the Condominium Portion of the Building and with every part thereof and interest therein; and all of the provisions of the Condominium Documents shall be binding upon and inure to the benefit of any owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium Documents and any rules and regulations promulgated thereunder.

18. Additional Provisions.

18.1 Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provision of this Declaration, the Articles, the Code of Regulations, any rules and regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Unit Property Act, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provision shall not affect the remaining portions thereof.

18.2 Taxation of Condominium Parcels. For the purpose of property taxation, the interest of a Unit Owner in his Unit and in the Common Elements shall be inseparable. In any year in which either or both of such interests are not taxed separately to a Unit Owner, the total value of said interests shall be equal to the product obtained by multiplying the

entire value of the Condominium Property for purposes of ad valorem taxation by the decimal equivalent of the share of the Common Elements appurtenant to such Unit. No provision in this Declaration shall be construed as giving any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each Unit Owner being required to pay property taxes and special assessments as are separately assessed by governmental authorities against his Condominium Parcel.

18.3 Notices. The following provisions shall govern the construction of the Condominium Documents, except as may be specifically provided to the contrary herein: All notices required or desired under the Condominium Documents to be sent to the Association shall be sent certified mail, return receipt requested, to the Secretary of the Association, Gateway Towers Condominium, 320 Fort Duquesne Boulevard, Pittsburgh, Pennsylvania 15222, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit Owner at the Condominium, or to such other address as he may have designated from time to time, in a writing duly receipted for, to the Association. Proof of such mailing or personal delivery to him by the Association may be provided by the affidavit of the person personally delivering said notice or by a post office certificate of mailing. All notices to Institutional Mortgagees shall be sent as provided in the "Mortgagee Protective Agreement" (as defined in the Code of Regulations). All notices to the Association or a Unit Owner shall be deemed to have been given when delivered to the addressee in person in accordance with the provisions of this Declaration or when mailed in a postage-paid, sealed envelope, except notices of address changes, which shall be deemed to have been given when received.

18.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Condominium Documents or any rules and regulations adopted pursuant to such documents, such dispute or litigation shall be governed by the laws of the Commonwealth of Pennsylvania.

18.5 Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

18.6 Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and any rules and regulations promulgated thereunder are fair and reasonable in all material respects.

18.7 Gender, Plurality and Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular. The provisions of the Condominium Documents shall be liberally construed to effectuate their purposes of creating a uniform system for the operation of a condominium.

18.8 Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied upon and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

18.9 Assignment. All rights in favor of the Sponsor reserved in this Declaration are freely assignable in whole or in part by the Sponsor and may be exercised by any nominee of the Sponsor and/or exercised by the successors in interest of Sponsor.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration of Condominium this 19th day of June, 1979.

Signed, sealed and delivered in the presence of:

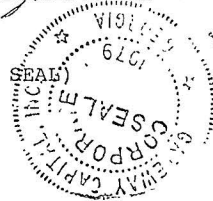
J. Lindsay Stedley Jr.
Bruce A. Paul

GATEWAY CAPITAL, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

(CORPORATE SEAL)



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Robert S. Beauchamp and Sharon G. Brown, as President and Secretary, respectively, of Gateway Capital, Inc., a Georgia corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers and as the free act and deed of said corporation for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal this 19th day of June, 1979.



Wald J. Vickrey
Notary Public

My Commission Expires:
Oct 14, 1982

EXHIBIT "A" TO DECLARATION
OF CONDOMINIUM OF GATEWAY TOWERS CONDOMINIUM

THE LAND

All that certain lot or parcel of land situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania being Lot No. 2 (hereinafter referred to as "Lot No. 2") in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94, 95, 96, more particularly bounded and described, as follows:

BEGINNING at a point on the easterly side of Commonwealth Place at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North 18° 54' 45" West a distance of 114.04 feet to a point; thence by the arc of a circle deflecting to the right having a radius of 35 feet, an arc distance of 54.958 feet to a point on the southerly side of Fort Duquesne Boulevard, thence along the southerly side of Fort Duquesne Boulevard North 71° 03' 15" East a distance of 215.145 feet to a point on the dividing line between Lots Nos. 1 and 2 in said Plan; thence along the dividing line between Lots Nos. 1 and 2, aforesaid by the arc of a circle curving to the right having a radius of 28 feet an arc distance of 19.65 feet to a point on said dividing line; thence continuing along said dividing line South 18° 54' 45" East a distance of 131.09 feet to a point on the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said Plan South 71° 05' 15" West a distance of 256.74 feet to a point on the easterly side of Commonwealth Place at the place of beginning.

HAVING constructed on Lot No. 2, but not included as part of the Land, at 320 Fort Duquesne Boulevard, a 26-story combination commercial and residential building with basement and subbasement, known as "Gateway Towers", and having constructed underneath a portion of the surface of Lot No. 2 a part of a one-story underground parking garage.

TOGETHER WITH, a nonexclusive easement over the following described portion of Lot No. 1 in said Gateway Plan of Lots No. 2, for unobstructed light and air for the benefit of Lot No. 2, for so long as the building known as "Gateway Towers" (or any structure hereafter built to replace the same) remains standing on Lot No. 2:

BEGINNING at a point on the southerly side of Fort Duquesne Boulevard at the dividing line between Lots Nos. 1 and 2 in said Plan; thence North 71° 03' 15" East along the southerly side of Fort Duquesne Boulevard a distance of 60.62 feet to a point; thence South 18° 54' 45" East through Lot No. 1 in said Plan a distance of 149.20 feet to a point; thence South 71° 05' 15" West a distance of 54.00 feet to a point on the dividing line between Lots Nos. 1 and 2 in said Plan; thence along the dividing line between Lots Nos. 1 and 2 in said Plan, the following courses and distances:

- (1) North 18° 54' 45" West a distance of 131.09 feet to a point of curve; and
- (2) by the arc of a circle deflecting to the left having a radius of 28 feet an arc distance of 19.65 feet to a point at the place of beginning.

The aforesaid easement for light and air is subject to a certain driveway or ramp leading from Fort Duquesne Boulevard to certain underground facilities located under Lots Nos. 1, 2 and 3 in said Plan, and is further subject to all improvements and other facilities now or hereafter installed for use in connection with said ramp or driveway, including but not limited to retaining walls adjacent thereto, parapet walls surrounding three sides of said driveway or ramp, walkways, curbs, lighting facilities, traffic control devices and similar facilities subject to the perpetual right of the owner of said Lot No. 1, its successors and assigns to use and enjoy the same and to inspect, maintain, repair, remove, replace, improve, reconstruct and modify said ramp or driveway and other facilities.

TOGETHER ALSO WITH a nonexclusive right to maintain into or over the land adjoining the eastern boundary of Lot No. 2, so long as the building known as "Gateway Towers" remains standing, the existing encroachments by footings and retaining wall as shown on a survey made by The Gateway Engineers, Inc., C-4199, Drawing No. 37, 566-A dated April 1964, last revised April 17, 1964.

LESS AND EXCEPT from Lot No. 2, the right of The Equitable Life Assurance Society of the United States, its successors and assigns forever to enter upon the surface of that portion of Lot No. 2 described as follows from time to time for the purpose of the construction, maintenance, inspection, repair and replacement of a garage building on the surface of Lot No. 3 in said Plan:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North $18^{\circ} 54' 45''$ West a distance of 42 feet more or less to a point on the facing of the exterior wall of the 26-story building known as "Gateway Towers"; thence North $71^{\circ} 05' 15''$ East along said facing of the exterior wall a distance of 256.74 feet more or less to a point on the line dividing Lots Nos. 1 and 2 in said Plan; thence South $18^{\circ} 54' 45''$ East a distance of 42 feet more or less to the southeasterly corner of Lot No. 2 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said plan South $71^{\circ} 05' 15''$ West a distance of 256.74 feet to the point at the place of beginning.

ALSO LESS AND EXCEPT from Lot No. 2 the certain portions of and interests in Lot No. 2 described as the "Condominium Portion of the Building" and the "Commercial Portion of the Building" on Exhibits "A-1" and "A-2", respectively, to this Declaration.

EXHIBIT "A-1" TO DECLARATION OF
CONDOMINIUM OF GATEWAY TOWERS CONDOMINIUM

THE CONDOMINIUM PORTION OF THE BUILDING

The following described air space overlying Lot No. 2 and the portions of the building known as "Gateway Towers" which occupy the following described air space:

ALL that certain real property situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, consisting of a cube or polyhedron, which lies above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the 4th floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 765.07 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which lies below, (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the 27th floor (there being no 13th floor) of the building known as "Gateway Towers"), the elevation of which horizontal plane is 974.07 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by four vertical planes which are formed by projecting vertically upward and downward the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the 6 planes forming said cube or polyhedron of real property:

ALL that certain real property situate in the Second Ward, City of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Page 94-95, 96 more particularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of a 26 story building known as "Gateway Towers" the following courses and distances:

North 71° 05' 15" East a distance of 254.00 feet to a point;
North 18° 54' 45" West a distance of 80.00 feet to a point,
South 71° 05' 15" West a distance of 253.78 feet to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning.

Containing an area of 20,319.703 square feet or 0.4664 acre.

EXHIBIT "A-2" TO DECLARATION OF
CONDOMINIUM OF GATEWAY TOWERS CONDOMINIUM

THE COMMERCIAL PORTION OF THE BUILDING

The following described air space overlying Lot No. 2, and the portions of the building known as "Gateway Towers" which occupy the following described air space:

(i) ALL that certain real property situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, consisting of a cube or polyhedron, which lies above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the 1st floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 728.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which lies below, (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the 4th floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 765.07 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by four vertical planes which are formed by projecting vertically upward and downward, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the 6 planes forming said cube or polyhedron of real property:

ALL that certain real property situate in the Second Ward, City of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94, 95, more particularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of a 26 story building known as "Gateway Towers" the following courses and distances:

North 71° 05' 15" East a distance of 254.00 feet to a point;

North 18° 54' 45" West a distance of 80.00 feet to a point;

South 71° 05' 15" West a distance of 253.78 feet to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning.

Containing an area of 20,319.703 square feet or 0.4664 acre;

(ii) ALL that certain real property situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, which lies above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the 27th floor (there being no 13th floor) of the

building known as "Gateway Towers"), the elevation of such horizontal plane being 974.07 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by four vertical planes which are formed by projecting vertically upward, without any upward limit, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the 5 planes referred to above:

ALL that certain real property situate in the Second Ward, City of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Page 94, 95, 96, more particularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of a 26 story building known as "Gateway Towers" the following courses and distances:

North 71° 05' 15" East a distance of 254.00 feet

to a point;

North 18° 54' 45" West a distance of 80.00 feet

to a point;

South 71° 05' 15" West a distance of 253.78 feet

to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning.

Containing an area of 20,319.703 square feet or 0.4664 acre;

(iii) the following described portion of the land underlying Lot No. 2 and the basement portions of the building known as "Gateway Towers" which occupy the following described subterranean space:

ALL that certain real property situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, consisting of a cube or polyhedron, which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the 1st floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 728.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which lies above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the subbasement floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 703.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by four vertical planes which are formed by projecting upward and downward, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the 6 planes forming said cube or polyhedron of real property:

ALL that certain real property situate in the Second Ward, City of Pittsburgh, Allegheny County, Pennsylvania,

being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Page 94,95,96, more particularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of a 26 story building known as "Gateway Towers" the following courses and distances:

North 71° 05' 15" East a distance of 254.00 feet

to a point;

North 18° 54' 45" West a distance of 80.00 feet

to a point;

South 71° 05' 15" West a distance of 253.78 feet

to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning.

Containing an area of 20,319.703 square feet or 0.4664 acre;
and

(iv) All rights to and interests in the portion of Lot No. 2 which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the first floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 728.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, except for those portions of and interests in Lot No. 2 specifically described in section (iii) of this Exhibit "A-2".

EXHIBIT "B"
 TO DECLARATION OF CONDOMINIUM
 OF
 GATEWAY TOWERS CONDOMINIUM

PERCENTAGE SHARE OF COMMON ELEMENTS,
 COMMON EXPENSES, COMMON PROFITS
 AND VOTES PER UNIT

<u>Unit</u>	<u>Percentage Share</u>
4 A	.2990
5 A	.2990
6 A	.2990
7 A	.2990
8 A	.2990
9 A	.2990
10 A	.2990
11 A	.2990
12 A	.2990
14 A	.2990
15 A	.2990
16 A	.2990
17 A	.2990
18 A	.2990
19 A	.2990
20 A	.2990
21 A	.2990
22 A	.2990
23 A	.2990
24 A	.2990
25 A	.2990
26 A	.2990
4 B	.2060
5 B	.2060
6 B	.2060
7 B	.2060
8 B	.2060
9 B	.2060
10 B	.2060
11 B	.2060
12 B	.2060
14 B	.2060
15 B	.2060
16 B	.2060
17 B	.2060
18 B	.2060
19 B	.2060
20 B	.2060
21 B	.2060
22 B	.2060
23 B	.2060
24 B	.2060
25 B	.2060
26 B	.2060
4 C	.5160
5 C	.5160
6 C	.5160
7 C	.5160
8 C	.5160
9 C	.5160
10 C	.5160
11 C	.5160
12 C	.5160
14 C	.5160

15 C	.5160
16 C	.5160
17 C	.5160
18 C	.5160
19 C	.5160
20 C	.5160
21 C	.5160
22 C	.5160
23 C	.5160
24 C	.5160
25 C	.5160
26 C	.5160
4 D	.4010
5 D	.4010
6 D	.4010
7 D	.4010
8 D	.4010
9 D	.4010
10 D	.4010
11 D	.4010
12 D	.4010
14 D	.4010
15 D	.4010
16 D	.4010
17 D	.4010
18 D	.4010
19 D	.4010
20 D	.4010
21 D	.4010
22 D	.4010
23 D	.4010
24 D	.4010
25 D	.4010
26 D	.4010
4 E	.3380
5 E	.3380
6 E	.3380
7 E	.3380
8 E	.3380
9 E	.3380
10 E	.3380
11 E	.3380
12 E	.3380
14 E	.3380
15 E	.3380
16 E	.3380
17 E	.3380
18 E	.3380
19 E	.3380
20 E	.3380
21 E	.3380
22 E	.3380
23 E	.3380
24 E	.3380
25 E	.3380
26 E	.3380
4 F	.3340
5 F	.3340
6 F	.3340
7 F	.3340
8 F	.3340
9 F	.3340
10 F	.3340
11 F	.3340
12 F	.3340
14 F	.3340

15	F	.3340
16	F	.3340
17	F	.3340
18	F	.3340
19	F	.3340
20	F	.3340
21	F	.3340
22	F	.3340
23	F	.3340
24	F	.3340
25	F	.3340
26	F	.3340
4	G	.2090
5	G	.2090
6	G	.2090
7	G	.2090
8	G	.2090
9	G	.2090
10	G	.2090
11	G	.2090
12	G	.2090
14	G	.2090
15	G	.2090
16	G	.2090
17	G	.2090
18	G	.2090
19	G	.2090
20	G	.2090
21	G	.2090
22	G	.2090
23	G	.2090
24	G	.2090
25	G	.2090
26	G	.2090
4	H	.3140
5	H	.3140
6	H	.3140
7	H	.3140
8	H	.3140
9	H	.3140
10	H	.3140
11	H	.3140
12	H	.3140
14	H	.3140
15	H	.3140
16	H	.3140
17	H	.3140
18	H	.3140
19	H	.3140
20	H	.3140
21	H	.3140
22	H	.3140
23	H	.3140
24	H	.3140
25	H	.3140
26	H	.3140
4	J	.3290
5	J	.3290
6	J	.3290
7	J	.3290
8	J	.3290
9	J	.3290
10	J	.3290
11	J	.3290
12	J	.3290
14	J	.3290

15 J	.3290
16 J	.3290
17 J	.3290
18 J	.3290
19 J	.3290
20 J	.3290
21 J	.3290
22 J	.3290
23 J	.3290
24 J	.3290
25 J	.3290
26 J	.3290
4 K	.3960
5 K	.3960
6 K	.3960
7 K	.3960
8 K	.3960
9 K	.3960
10 K	.3960
11 K	.3960
12 K	.3960
14 K	.3960
15 K	.3960
16 K	.3960
17 K	.3960
18 K	.3960
19 K	.3960
20 K	.3960
21 K	.3960
22 K	.3960
23 K	.3960
24 K	.3960
25 K	.3960
26 K	.3960
4 L	.3960
5 L	.3960
6 L	.3960
7 L	.3960
8 L	.3960
9 L	.3960
10 L	.3960
11 L	.3960
12 L	.3960
14 L	.3960
15 L	.3960
16 L	.3960
17 L	.3960
18 L	.3960
19 L	.3960
20 L	.3960
21 L	.3960
22 L	.3960
23 L	.3960
24 L	.3960
25 L	.3960
26 L	.3960
4 M	.3215
5 M	.3215
6 M	.3215
7 M	.3215
8 M	.3215
9 M	.3215
10 M	.3215
11 M	.3215
12 M	.3215
14 M	.3215

15 M	.3215
16 M	.3215
17 M	.3215
18 M	.3215
19 M	.3215
20 M	.3215
21 M	.3215
22 M	.3215
23 M	.3215
24 M	.3215
25 M	.3215
26 M	.3215
4 N	.2980
5 N	.2980
6 N	.2980
7 N	.2980
8 N	.2980
9 N	.2980
10 N	.2980
11 N	.2980
12 N	.2980
14 N	.2980
15 N	.2980
16 N	.2980
17 N	.2980
18 N	.2980
19 N	.2980
20 N	.2980
21 N	.2980
22 N	.2980
23 N	.2980
24 N	.2980
25 N	.2980
26 N	.2980
4 O	.1879
5 O	.1879
6 O	.1879
7 O	.1879
8 O	.1879
9 O	.1879
10 O	.1879
11 O	.1879
12 O	.1879
14 O	.1879
15 O	.1879
16 O	.1879
17 O	.1879
18 O	.1879
19 O	.1879
20 O	.1879
21 O	.1879
22 O	.1879
23 O	.1879
24 O	.1879
25 O	.1879
26 O	.1891

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM
OF
GATEWAY TOWERS CONDOMINIUM

CROSS-EASEMENT, UTILITIES SERVICES
AND INSURANCE AGREEMENT

THIS AGREEMENT is made this 19th day of June, 1979, by and between GATEWAY CAPITAL, INC., a Georgia corporation (hereinafter referred to as "Residential"), and THREE RIVERS CAPITAL, INC., a Georgia corporation (hereinafter referred to as "Commercial").

W I T N E S S E T H:

WHEREAS, Residential and Commercial are the owners respectively of various interests in a certain parcel of land (hereinafter referred to as the "Land"), certain air space above the Land and certain portions of the improvements on the Land;

WHEREAS, Residential and Commercial wish to enter into this Agreement to delineate their respective rights and responsibilities in connection with their use and occupancy of the "Premises" (as hereinafter defined); and

WHEREAS, Residential contemplates that on or about the date hereof Residential will submit the Land and the improvements thereon owned by Residential to the condominium form of ownership pursuant to the Unit Property Act of the Commonwealth of Pennsylvania;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions herein contained, Residential and Commercial, each intending to be legally bound and to bind their respective corporate successors, successors in title and assigns, hereby covenant and agree as follows:

ARTICLE I.

DEFINITIONS

The terms used in this Agreement shall have the meaning for each stated as follows unless the context otherwise requires:

1.1 "Association" means Gateway Towers Condominium Association, Inc., a Pennsylvania nonprofit corporation, or any other nonprofit corporation or unincorporated association used by the "Council" (as hereinafter defined) to manage the affairs of the Condominium and the operation of all or any portion of the "Residential Area" (as hereinafter defined) submitted to the Condominium (as hereinafter defined).

1.2 "Building" means the building on the Land commonly known as Gateway Towers, having a street address of 320 Fort Duquesne Boulevard, Pittsburgh, Pennsylvania 15222, and containing space used for residential purposes and space used for commercial purposes.

1.3 "Code of Regulations" means the governing regulations adopted by the Council in accordance with the Unit Property Act of the Commonwealth of Pennsylvania for the administration and management of the Association and the operation of all or any portion of the Residential Area submitted to the Condominium.

1.4 "Commercial" means Three Rivers Capital, Inc., and unless the context otherwise requires, its corporate successors, successors in title and assigns.

1.5 "Commercial Area" means the following floors of the Building, all of which are subject to the easements for Residential described in this Agreement: the ground level (first floor), second

floor, third floor and top (twenty-seventh) floor and the two floors below the ground level (the basement and subbasement), all as more particularly described in the "Declaration" (as hereinafter defined), except those certain areas in which Residential has easements pursuant to Sections 4.3 and 4.4.

1.6 "Condominium" means the condominium regime known as Gateway Towers Condominium or any other condominium regime created by Residential with respect to all or any portion of the Residential Area.

1.7 "Council" means the board of administration who, in accordance with the Unit Property Act of the Commonwealth of Pennsylvania, as Directors of the Association and through the Association, shall manage the business, operation and affairs of the "Unit Owners" (as hereinafter defined), and all or any portion of the Residential Area submitted to the Condominium.

1.8 "Declaration" means the Declaration of Condominium of the Condominium.

1.9 "Declaration Plan" means the Declaration Plan for the Condominium.

1.10 "Exterior Improvements" mean all improvements on the Land other than the Building.

1.11 "Improvements" mean all improvements on the Land, including the Building.

1.12 "Land" means only the surface area of a certain lot or parcel of land, together with an easement appurtenant thereto and all other appurtenances thereto, situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference.

1.13 "Mortgagee Protective Agreement" means the Mortgagee Protective Agreement executed by Gateway Towers Condominium Association, Inc. and attached as Exhibit "B" to the Code of Regulations recorded on or about the date hereof in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, or any other agreement executed by the Association to establish standards for any "Policy" (as hereinafter defined).

1.14 "Policy" means any policy of insurance placed in force pursuant to this Agreement covering the Premises or any portion thereof or interest therein.

1.15 "Premises" mean the Land, the Building and the Exterior Improvements.

1.16 "Residential" means Gateway Capital, Inc., and, unless the context otherwise requires, its corporate successors, successors in title (including "Unit Owners", as hereinafter defined), and assigns permitted in accordance with the terms of this Agreement.

1.17 "Residential Area" means the "Residential Portion of the Building" (as hereinafter defined), the Land and the Exterior Improvements.

1.18 "Residential Portion of the Building" means the following, all subject to the easements for Commercial described in this Agreement: the fourth through the twenty-sixth floors (there being

no thirteenth floor) of the Building, all as more particularly described in the Declaration, those certain areas in which Residential has easements pursuant to Sections 4.3 and 4.4, the cars and equipment appurtenant to the four main or high-rise elevators and the intercom system serving the apartments within the fourth through the twenty-sixth floors of the Building.

1.19 "Unit" means one of the separate and identified 308 private dwellings in the Residential Portion of the Building subject to exclusive ownership in accordance with the documentation and laws governing the Condominium.

1.20 "Unit Owner" means any owner, or as the case may be, owners in fee simple of a Unit.

ARTICLE II.

INTENT

Residential and Commercial and their respective corporate successors, successors in title and assigns permitted under the terms of this Agreement shall occupy, use and maintain the Premises during the entire term of this Agreement in accordance with the provisions hereof in first-class condition for both residential and commercial use and occupancy so that the Premises may be enjoyed as fully and effectively, and the same may be operated as efficiently, as if the Premises were not separately owned and so that the expenses incident to such use and occupancy shall be fairly apportioned between Residential and Commercial.

ARTICLE III.

GENERAL EASEMENTS

3.1 Support. Residential and Commercial shall have free, uninterrupted and perpetual easements for structural support, both subjacent and lateral, for the respective portions of the Building owned by each.

3.2 Utility Services and Ingress and Egress. Residential and Commercial shall have all such easements and rights of way as are necessary or desirable to accommodate all existing pipes, ducts, cables, conduits, public utility lines, ventilator shafts, elevator openings and shafts, mail shutes, incinerator shafts, stairwells and every other facility of every kind and nature which passes through or enters either the Commercial Area or the Residential Area for the providing of utility services therefor and means of ingress and egress thereto, together with an easement to enable the owners and occupants thereof to maintain, repair, replace, alter and supplement all of such facilities, to the end that the Building may at all times continue to be used, occupied and operated as provided in Article II without any necessity for either Residential or Commercial to request or obtain from the other any additional easement or right of way for the providing of utility services or means or ingress or egress. Moreover, Residential and Commercial shall each have without charge all such easements and rights of way from time to time as are necessary or desirable for the use, occupancy and operations of the Premises in accordance with Article II, provided that all such easements and rights of way through the Residential Area shall not interfere with the occupancy and use of any portion of the Residential Area occupied for residential purposes, and all such easements and rights of way

through the Commercial Area shall not interfere with the occupancy and use of any portion of the Commercial Area occupied for commercial purposes.

ARTICLE IV.

SPECIFIC EASEMENTS FOR INGRESS AND EGRESS

In addition to the easements described in Article III, Residential and Commercial shall have certain specific easements pursuant to the following provisions:

4.1 Use of a Portion of Land by Commercial and Ingress and Egress on Land for Commercial and Residential. The owners and occupants of the Commercial Area and their employees and invitees shall have (a) an exclusive easement for the use and occupancy of the portion of the Land south of the Building, subject to an easement as necessary for the owners and occupants of the Residential Area and their employees and invitees to have pedestrian ingress to and egress from the Residential Area along the walkways on said portion of the Land and (b) an easement along the driveways and walkways on the remaining portion of the Land for pedestrian ingress to and egress from the Commercial Area. In addition, the owners and occupants of the Commercial Area and their employees and invitees shall have an easement along the driveways on the Land for vehicular ingress to and egress from the Building. In consideration for such easement, Commercial will pay Residential seventeen percent (17%) of the costs incurred by Residential in maintaining the Land and maintaining, repairing and replacing as necessary the Exterior Improvements.

4.2 Ingress to and Egress from Top Floor for Commercial. The owners and occupants of the Commercial Area and their employees and invitees shall have an easement for pedestrian ingress and egress through the stairwells and elevator shafts in the Residential Portion of the Building and for the use of Residential's elevator cars and appurtenant equipment for transportation through said shafts for the purpose of traveling to and from the top (twenty-seventh) floor of the Building. In consideration for such easement, Commercial shall pay Residential seventeen percent (17%) of the costs incurred by Residential for the maintenance, repair and replacement as necessary of the elevator shafts, cars and appurtenant equipment owned by Residential which provide access to and from said top floor.

4.3 Basement Easement for Residential. The owners and occupants of the Residential Area and their employees and invitees shall have an exclusive easement for the use of the portion of the basement floor of the Building designated in the Declaration Plan as "Exclusive Easement Area for Residential Use" and a nonexclusive easement for pedestrian ingress and egress along and for the maintenance of the hallway of said floor extending from the entrances to the four main elevators of the Building to the entrance to said easement area.

4.4 Ground Floor Easement for Residential. The owners and occupants of the Residential Area and their employees and invitees shall have a nonexclusive easement for pedestrian ingress and egress on the ground floor of the Building through the entry to the room designated in the Declaration Plan as "Residential Lobby" and through the entries on the south side of the ground floor of the Building, as well as an easement for the use of said "Residential Lobby" and the room designated in the Declaration Plan as the "Elevator Lobby" for the purposes customarily associated with a lobby, as long as such use does not unreasonably interfere with the right of owners and occupants of the Commercial Area and their employees and invitees to have pedestrian ingress and egress through said rooms. Residential shall be responsible for the maintenance

of said entrances and rooms described in this Section 4.4 and the repair and replacement as necessary of all improvements therein.

4.5 Ingress to and Egress from Residential Area for Residential. The owners and occupants of the Residential Area and their employees and invitees shall have an easement through the stairwells and elevator shafts in the Commercial Area as necessary for ingress and egress to the Residential Area and the ground floor and basement floor of the Building.

ARTICLE V.

GENERAL PROVISIONS CONCERNING EASEMENTS

5.1 Binding Effect. The easements, benefits, obligations and duties set forth in this Agreement are perpetual, shall run with the Land and be binding upon and inure to the benefit of Residential, Commercial and their respective corporate successors, successors in title to the Premises and assigns permitted under the terms of this Agreement, but shall not give rise to any rights in or benefits for the use of the public, any public utilities or others.

5.2 Indemnification. Each party bound by this Agreement shall, to the extent any easement herein provided is used by such party, indemnify, protect and hold all parties to whose benefit this Agreement inures harmless on account of any loss, damage or expense which may arise directly or indirectly from such use, including without limitation all loss, damages and expense arising from death, personal injury, property damage and claims of laborers, materialmen and others.

5.3 Emergencies. If, at any time, any condition shall occur in the Premises which any party to whose benefit this Agreement inures shall in good faith believe to give rise to an eminent risk of loss, damage or injury, such party shall be entitled immediately to enter the area of the Premises where such condition exists for the purpose of providing emergency protection against the risk of death or injury to persons or damage to property, although when reasonably possible, any such entry shall be made only after the obtaining of permission for such entry from the owner or occupant of such area.

5.4 Self Help. If at any time circumstances arise whereby it is necessary for either Residential or Commercial to enter upon the portion of the Premises owned by the other to provide or restore a service or facility to which the party hereto so entering is entitled under the provisions hereof, the party making such entry shall not be liable for a civil or criminal trespass, but shall be liable for any damage or injury to persons or property resulting from such entry. Moreover, if either Residential or Commercial unreasonably withholds use of a service or facility to which the other is entitled under the provisions of this Agreement, the party withholding such service or facility shall be liable for and shall pay immediately upon demand the cost or expense incurred by the other party on account of such withholding.

ARTICLE VI.

UTILITIES AND OTHER SERVICES

Residential and Commercial acknowledge that to varying extents they each are dependent upon utilities and other services and facilities which either are under the control of the other or are located entirely or partially in the area of the Premises owned by the other. Thus, in accordance with Article II hereof, each agrees to make all such utilities, services and facilities owned or controlled by it available to the other at the cost of providing the same as hereinafter described. Accordingly, Residential and Commercial will make the following utilities and other services and facilities available to each other upon the following terms and subject to the following conditions:

6.1 Heating. Commercial will supply steam heat at metered cost to the Residential Area as and when needed by the occupants thereof. Commercial currently purchases steam heat from Allegheny Steam Heating Company at a metered rate. If in the future Commercial elects to make other arrangements for the providing of heating to the Building, including without limitation the installation of steam heating equipment in the Building or beneath the surface of the Land outside the Building, Commercial may do so at its election, and Commercial may thereafter, in lieu of the present arrangement, furnish heating pursuant to such other arrangements at the cost of providing the same, as long as any such installation or other arrangements do not unreasonably interfere with the use and occupancy of the Residential Area and the rights and easements granted to Residential hereunder, and as long as the rates charged for such heating do not exceed the rates therefor charged to the owners of occupants of the Commercial Area.

6.2 Electric Service. Commercial will arrange for electric service to be provided to the Residential Area at metered cost.

6.3 Water Service. Commercial will arrange for water provided by the City of Pittsburgh to be furnished to the owners and occupants of the Residential Area at metered cost.

6.4 Chilled Water. Commercial will arrange for chilled water to be provided for the owners and occupants of the Residential Area at metered cost.

6.5 Forced Air. Commercial will arrange for forced air to be furnished at cost to the Residential Area as needed for heating and cooling.

6.6 Air Exhaust. Commercial will arrange for the operation of the existing system in the Building to exhaust air from the kitchens and bathrooms in the Residential Area, and Residential will pay its share of the cost of such operation.

6.7 Incinerator Shafts and Trash Removal. Commercial will, at cost, arrange for the operation of the existing incinerator shafts in the Building and the collection and removal of trash from the Residential Area.

6.8 Exterior Maintenance. Residential will maintain the Land outside the Building and the Exterior Improvements in good condition and appearance, free from accumulations of trash, debris, ice and snow, and Commercial will pay seventeen percent (17%) of the costs incurred by Residential for such maintenance.

6.9 Cost of Services. As used in this Agreement, unless specifically provided to the contrary herein, the term "cost" with respect to any service or facility furnished by either Residential or Commercial to the other under the provisions of this Agreement shall mean the actual cost (determined by the application of generally accepted principles of accounting consistently applied) incurred by such party in furnishing the same, exclusive of any profit, but with appropriate allowance for overhead costs. To the extent that any such service is a metered utility service or private metered service, the "cost" thereof shall be the actual meter charge, properly apportioned based upon use or consumption. In the event that any such service cannot be separately metered to Residential and Commercial or for any other reason clear allocations of "cost" based upon use or consumption between Residential and Commercial cannot be determined, Residential shall pay eighty-three percent (83%) of the cost of such service or facility and Commercial shall pay seventeen percent (17%) of such cost. Said percentages are based upon the ratio of the floor area in the Building primarily used by each of said parties to the total floor area in the Building.

6.10 Payment of Costs of Services. Statements for the cost of services rendered or for facilities supplied by or on behalf of Residential or Commercial under this Agreement will be rendered monthly, and the amounts thereof shall be payable on the earlier of (a) a date which is five (5) days prior to the expiration of any discount on a utility bill representing all or a portion of such costs, or (b) fifteen (15) days after the date of the statement (or, if no such date is shown on the statement, the last date for which such cost is billed on that statement). Any statement not paid when due shall bear interest at the rate of one percent (1%) per month until paid. Neither Residential nor Commercial shall be obligated to furnish the other any service or facility for which any statement for the payment of cost is delinquent for more than sixty (60) days.

6.11 Possible Illegality. If it shall be determined that it is unlawful to supply any service for which this Agreement provides, Residential and Commercial will take such action as shall be necessary to prevent the supplying of such service hereunder from being illegal. The cost of all such action shall be allocated between Residential and Commercial on a basis of the ratio that the charge attributable to each on account of the service for the last billing period prior to the determination of the illegality bears to the total charges for the two of them for such period.

6.12 Interruptions. Neither Residential nor Commercial shall be liable for any interruption, delay or failure of any service or facility due to matters beyond the reasonable control of the parties supplying same. In the event of any such interruption, delay or failure, such party will use its best efforts promptly to effect the resumption or restoration of such service or facility.

6.13 Installation of Separate or Other Additional Facilities. No provision of this Agreement shall be construed to prohibit either Residential or Commercial from installing on the Premises separate meters with respect to services supplied by the other, or from installing on its own property separate or additional facilities. Nevertheless, neither Residential nor Commercial has or shall have a vested right to supply any service to the other. If Residential or Commercial elects to install separate facilities, such party shall, subject to the provisions of Sections 3.2 and 5.3, have

appropriate easements without cost through the property of the other for the installation and maintenance thereof.

ARTICLE VII.

MAINTENANCE, REPAIR AND IMPROVEMENT

7.1 Joint Maintenance Responsibilities. The cost of the maintenance, repair and improvement of the Premises not exclusively benefiting or serving the Commercial Area or the Residential Area shall be borne eighty-three percent (83%) by Residential and seventeen percent (17%) by Commercial. Such maintenance, repair and improvement shall be performed as follows:

(a) Commercial will maintain, repair and improve the roof of the Building as necessary.

(b) Residential will maintain, repair and improve the Land, the Exterior Improvements and the exterior of the Building as necessary.

(c) Other maintenance, repair and improvement not exclusively benefiting or serving either the Commercial Area or the Residential Area shall be performed at such times and in such manner as the owners of the area or areas affected by such maintenance, repair or improvement shall agree from time to time.

7.2 Individual Maintenance Responsibilities. Any maintenance, repair, or improvement of any portion or portions of the Premises exclusively benefiting or serving either the Residential Area or the Commercial Area shall be performed in accordance with the terms of this Agreement by and at the sole cost of the owner of the area benefited or served by such maintenance, repair or improvement, except as may be specifically provided to the contrary elsewhere in this Agreement.

ARTICLE VIII.

INSURANCE

8.1 Insurance Appraisal and Proposal.

(a) Before June 1 of each year, Commercial will obtain from a reputable appraiser a written appraisal of the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, of the Building. Commercial shall submit such appraisal, along with a complete, written proposal for casualty, flood, public liability and property damage insurance for the Premises for the ensuing year.

(b) After Residential has examined said insurance appraisal and insurance proposal, if Residential and Commercial do not agree concerning the appraised valuation of the Building for insurance purposes or concerning the proposals relating to any Policy, Commercial and Residential shall try to resolve their differences. Nevertheless, if twenty days before the expiration of the existing insurance coverage for the Premises expires Commercial and Residential shall not have agreed on all matters concerning said Policy

and proposal, Commercial shall place insurance coverage for the Premises in such amounts, with such carriers and with such terms of coverage as Commercial shall deem to be in the best interests of Residential and Commercial.

(c) If insurance coverage is placed by Commercial as provided in the immediately preceding sentence, Commercial shall not be liable to Residential, the Association, the Council, any Unit Owner or any other party for any deficiency or defect in such coverage or in any Policy, and thereafter the matter of such coverage shall be submitted by Commercial to Frank B. Hall & Co., Inc. or another insurance brokerage firm acceptable to both Residential and Commercial, and if such broker does not approve the coverage and the Policy placed by Commercial, upon the request of Residential, the insurance coverage placed by Commercial shall be replaced in accordance with the recommendations of said underwriter.

8.2 Contents of Proposal. Each insurance proposal submitted pursuant to Section 8.1 of this Agreement shall, to the extent it provides coverage for the Association and Unit Owners, comply with the requirements of the Mortgagee Protective Agreement, and shall contain the following provisions, in addition to such other provisions as may be agreed upon by Residential and Commercial:

(a) The Policy shall insure against all direct physical loss for an amount not less than the maximum insurable replacement value, excluding foundation and excavation costs, or one hundred percent (100%) of the full insurable value, whichever is greater, of the Building (not including any betterments installed in Units by Unit Owners or contents in the Commercial Area owned by tenants), so that neither Commercial, Residential, nor any Unit Owner shall be a co-insurer with respect to any portion of any loss under a Policy.

(b) The insurer shall waive all rights of subrogation against Commercial, Residential, the Association, the Council and all Unit Owners and occupants of the Residential Area.

(c) No act or omission of Commercial, Residential, the Association, the Council or any Unit Owner shall void any Policy or be a condition to recovery thereunder.

(d) Each Policy shall permit any Unit Owner to maintain insurance in addition to the coverage provided by the Policy.

(e) If, at the time of the occurrence of any loss covered by a Policy, other insurance is carried with respect to the subject of the coverage of the Policy, the Policy shall be the primary coverage and the insurer thereunder shall not be entitled to contribution from any other carrier as a condition of the settlement of any claim under the Policy.

(f) The insurance may not be cancelled except in accordance with the terms (to the extent applicable) of the Mortgagee Protective Agreement and until after ten (10) days' prior written notice to Commercial.

(g) Commercial shall adjust all claims arising under any Policy which involve only the Commercial Area, and the Association shall be the agent to adjust all claims arising under any Policy which involve only the Residential Area. Any claim which involves both the Commercial Area and the Residential Area shall be adjusted

by both Commercial and the Association, in accordance with their respective interests, and sums payable under any Policy shall be paid to Commercial or the Association, or part to one and part to the other, in accordance with their respective interests.

8.3 Allocation of Costs. All costs reasonably incurred by Commercial in accordance with the provisions of this Article VIII shall be borne eighty-three percent (83%) by Residential and seventeen percent (17%) by Commercial. Premiums for insurance will be paid by the party to which they are billed by the insurance carrier. Commercial shall be under no obligation to advance the amount of any insurance premiums or any other amounts on behalf of Residential, but Commercial may do so to prevent any premium owed by Residential from not being paid when due. In such event, the amount advanced by Commercial shall bear interest at the rate of one percent (1%) per month until paid.

8.4 Waiver of Liability. Because Commercial's service under this Article VIII is without compensation, Commercial shall be liable to neither Residential, the Association, the Council nor the Unit Owners or any other occupants of the Residential Area for any action taken or any omission made in good faith.

8.5 Other Insurance. No provision of this Agreement shall be deemed to prohibit the obtaining of insurance coverage in addition to that described herein.

8.6 Reconstruction or Repair After Casualty. In the event of damage to or the destruction of the Improvements, the Improvements shall be repaired or reconstructed as necessary unless the Association determines in accordance with the Code of Regulations and the Declaration that the Residential Portion of the Building shall not be repaired or reconstructed. In the event of any damage to or destruction of the Improvements which is to be repaired or reconstructed, Commercial may, on behalf of Residential, obtain such estimates or other data as may be reasonably necessary to prepare for the restoration of the damaged facilities and consult with and make recommendations to Residential for the restoration of the damaged portions of the Improvements. Any costs incurred by Commercial in taking such actions shall be allocated between Residential and Commercial in proportion to the amount of casualty loss suffered by each. Any damage or destruction to the Improvements solely within the Commercial Area or the Residential Area shall be repaired by or on behalf of the owner or owners of the damaged portions as promptly as possible. Residential and Commercial shall each have an easement from the other to do all such work as is necessary to repair or reconstruct any damage to the Improvements as rapidly as possible without unreasonably interfering with the right of other owners or occupants of the Building.

ARTICLE IX.

MISCELLANEOUS

9.1 No Unlawful Use. Residential and Commercial will use and permit the Premises to be used only for lawful and proper purposes in compliance with applicable laws and regulations of all governmental authorities having jurisdiction over the Premises, and in compliance with all applicable requirements and directives of fire underwriters. Residential and Commercial will each take such action from time to time as may be necessary or desirable to effect compliance therewith, including the proper supervision and control

of employees, lessees, invitees and others. Neither Residential nor Commercial will cause or allow anything to be done to impair, jeopardize or place at risk any portion of the Improvements. If either Residential or Commercial has knowledge of any matter or thing whereby any portion of the Improvements not owned by it or any facility in any portion of the Improvements not owned by it is defective or appears to create any risk of loss, damage or injury, the party having such knowledge will promptly communicate such knowledge to the owner or occupant of the portion of the Improvements concerned, and such owner or occupant will act promptly to remedy the condition or provide protection against any such loss, damage or injury.

9.2 **Condemnation.** If any portion or portions of the Premises are taken by condemnation proceedings or are conveyed in lieu thereof, the party whose property is taken or conveyed shall be entitled to the total amount of the award made on account of the taking of such property.

9.3 **Arbitration.** Any controversy, claim or dispute between Residential or Commercial directly or indirectly concerning this Agreement, the breach hereof or the subject matter hereof, including questions concerning the scope and applicability of this section, shall be resolved by arbitration in the City of Pittsburgh, Pennsylvania, in accordance with the rules then established of the American Arbitration Association, including those for the appointment of arbitrators. Such arbitration shall constitute an exclusive remedy hereunder except as provided in Section 5.1 with respect to the enforcement of easements. The arbitrators shall have the right and authority to determine the manner of implementation or enforcement of each aspect of their decision. In the absence of the denial of a hearing, fraud, misconduct, corruption or other similar irregularity leading to an unjust, inequitable or unconscionable award, the arbitration shall be final and binding upon the parties thereto and shall not be subject to judicial review. Judgment upon such decision or award may be entered in any competent court in the Commonwealth of Pennsylvania and application may be made to such court for confirmation of such decision or award, for an order of enforcement and for any other legal remedies which may be necessary to effectuate such decision or award. Residential and Commercial hereby consent to the jurisdiction of any such court as to any matter arising out of arbitration or the enforcement thereof.

9.4 **Captions.** The captions used in this Agreement are inserted solely as a matter of convenience and reference and shall not be relied upon and/or used in construing the effect or meaning of any of the provisions of this Agreement.

9.5 **Notices.** All notices, demands and other communications required or desired under this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the party to receive notice at the address of such party set forth below by its execution hereof, or if not set forth below, at its address at the Building, or to such other address as such party may have designated from time to time, in a writing duly receipted for, to the other. All such notices, demands and other communications shall be deemed to have been given when delivered to the addressee in person in accordance with the provisions hereof or when mailed as provided above, except notices of address changes, which shall be deemed to have been given when received.

9.6 Covenants Running With the Land. In addition to the easements and their benefits referred to in Section 5.1 hereof, the covenants, agreements and undertakings of Residential and Commercial herein set forth with respect to the Premises and the use, occupancy, maintenance, repair and restoration thereof shall for all purposes shall be covenants running with the Land.

9.7 Term of Agreement. This Agreement shall remain in full force and effect until title to the Premises is vested in one person or entity or until a decision is made in accordance with the terms of this Agreement not to reconstruct the Building after the destruction thereof.

9.8 Entire Agreement. This Agreement constitutes the complete agreement between Residential and Commercial relative to the subject matter hereof.

9.9 Amendments. This Agreement may be amended, renewed, extended or cancelled only by a written agreement executed on behalf of Residential or Commercial.

9.10 Waivers and Consents. No waiver of any provision of this Agreement or consent to any departure from the provisions hereof shall in any event be effective unless evidenced by a written instrument executed by Residential and Commercial, and any such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.11 Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance is found to be invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are and shall be deemed to be severable.

9.12 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Agreement, such dispute or litigation shall be governed by the laws of the Commonwealth of Pennsylvania.

9.13 Relationship of Parties. No provision hereof shall be deemed to constitute either Residential or Commercial a partnership, association, joint venture, tenancy in common or other entity with the other party hereto, nor constitute either party the agent of the other party hereto except as herein expressly provided, nor in any manner limit either party in carrying on such party's respective separate businesses or activities, nor impose upon either party any liability or obligation except as herein expressly provided.

9.14 Successors and Assigns. The rights and responsibilities of Commercial under this Agreement are freely assignable, but the rights and responsibilities of Residential hereunder may not be assigned without the express, written consent of Commercial. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective corporate successors and successors in title, assigns of Commercial and assigns of Residential permitted by Commercial.

IN WITNESS WHEREOF, Residential and Commercial have executed this Agreement this 19th day of June, 1979.

Signed, sealed and delivered in the presence of:

J. Gregory Stradley, Jr.
Donald A. Paek

GATEWAY CAPITAL, INC.

By: [Signature]
President

Attest: Sharon G. Brown
Secretary

(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Robert S. Beauchamp and Sharon G. Brown, as President and Secretary, respectively, of Gateway Capital, Inc., a Georgia corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers and as the free act and deed of said corporation for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal in the county and state aforesaid this 19th day of June, 1979.

Waldo D. Weisig
Notary Public

My Commission Expires:

Oct 17, 1982

[NOTARIAL SEAL]

Signed, sealed and delivered in the presence of:

J. Gregory Stradley, Jr.
Donald A. Paek

THREE RIVERS CAPITAL, INC.

By: [Signature]
President

Attest: Sharon G. Brown
Secretary

(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Robert S. Beauchamp and Sharon G. Brown, as President and Secretary, respectively, of Three Rivers Capital, Inc., a Georgia corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers and as the free act and deed of said corporation for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal in the county and state aforesaid this 19th day of June, 1979.

Walter H. Wiley
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

Oct 17, 1982

GATEWAY TOWERS CONDOMINIUM ASSOCIATION, INC., a Pennsylvania nonprofit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Agreement and the exhibits attached hereto.

IN WITNESS WHEREOF, GATEWAY TOWERS CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 19th day of June, 1979.

Signed, sealed and delivered
in the presence of:

J. Lindsay Stradley, Jr.
John J. Dronghe Jr.

GATEWAY TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: Wanda K. Payne
President

Attest: A. A. Pilestone
Secretary

{CORPORATE SEAL}

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

The foregoing joinder was acknowledged before me this 19th
day of June, 1979, by Alexander C. Speyer, Jr. and
A. A. Bluestone, respectively, of Gateway Towers Condominium
Associations, Inc., a Pennsylvania nonprofit corporation, on behalf
of said corporation.

Linda Lusowski
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

December 3, 1979

EXHIBIT "A" TO CROSS-EASEMENT,
UTILITIES SERVICES AND INSURANCE AGREEMENT

Only the surface of all that certain lot or parcel of land situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania being Lot No. 2 (hereinafter referred to as "Lot No. 2") in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94, 95, 96, more particularly bounded and described, as follows:

BEGINNING at a point on the easterly side of Commonwealth Place at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North 18° 54' 45" West a distance of 114.04 feet to a point; thence by the arc of a circle deflecting to the right having a radius of 35 feet, an arc distance of 54.958 feet to a point on the southerly side of Fort Duquesne Boulevard, thence along the southerly side of Fort Duquesne Boulevard North 71° 03' 15" East a distance of 215.145 feet to a point on the dividing line between Lots Nos. 1 and 2 in said Plan; thence along the dividing line between Lots Nos. 1 and 2, aforesaid by the arc of a circle curving to the right having a radius of 28 feet an arc distance of 19.65 feet to a point on said dividing line; thence continuing along said dividing line South 18° 54' 45" East a distance of 131.09 feet to a point on the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said Plan South 71° 05' 15" West a distance of 256.74 feet to a point on the easterly side of Commonwealth Place at the place of beginning.

HAVING constructed on Lot No. 2, but not included as part of the Land, at 320 Fort Duquesne Boulevard, a 26-story combination commercial and residential building with basement and subbasement, known as "Gateway Towers", and having constructed underneath a portion of the surface of Lot No. 2 a part of a one-story underground parking garage.

TOGETHER WITH, a nonexclusive easement over the following described portion of Lot No. 1 in said Gateway Plan of Lots No. 2, for unobstructed light and air for the benefit of Lot No. 2, for so long as the building known as "Gateway Towers" (or any structure hereafter built to replace the same) remains standing on Lot No. 2:

BEGINNING at a point on the southerly side of Fort Duquesne Boulevard at the dividing line between Lots Nos. 1 and 2 in said Plan; thence North 71° 03' 15" East along the southerly side of Fort Duquesne Boulevard a distance of 60.62 feet to a point; thence South 18° 54' 45" East through Lot No. 1 in said Plan a distance of 149.20 feet to a point; thence South 71° 05' 15" West a distance of 54.00 feet to a point on the dividing line between Lots Nos. 1 and 2 in said Plan; thence along the dividing line between Lots Nos. 1 and 2 in said Plan, the following courses and distances:

- (1) North 18° 54' 45" West a distance of 131.09 feet to a point of curve; and
- (2) by the arc of a circle deflecting to the left having a radius of 28 feet an arc distance of 19.65 feet to a point at the place of beginning.

The aforesaid easement for light and air is subject to a certain driveway or ramp leading from Fort Duquesne Boulevard to certain underground facilities located under Lots Nos. 1, 2 and 3 in said Plan, and is further subject to all improvements and other facilities now or hereafter installed for use in connection with said ramp or driveway, including but not limited to retaining walls adjacent thereto, parapet walls surrounding three sides of said driveway or ramp, walkways, curbs, lighting facilities, traffic control devices and similar facilities subject to the perpetual right of the owner of said Lot No. 1, its successors and assigns to use and enjoy the same and to inspect, maintain, repair, remove, replace, improve, reconstruct and modify said ramp or driveway and other facilities.

LESS AND EXCEPT from Lot No. 2, the right of The Equitable Life Assurance Society of the United States, its successors and assigns forever to enter upon the surface of that portion of Lot No. 2 described as follows from time to time for the purpose of the construction, maintenance, inspection, repair and replacement of a garage building on the surface of Lot No. 3 in said Plan:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North $18^{\circ} 54' 45''$ West a distance of 42 feet more or less to a point on the facing of the exterior wall of the 26-story building known as "Gateway Towers"; thence North $71^{\circ} 05' 15''$ East along said facing of the exterior wall a distance of 256.74 feet more or less to a point on the line dividing Lots Nos. 1 and 2 in said Plan; thence South $18^{\circ} 54' 45''$ East a distance of 42 feet more or less to the southeasterly corner of Lot No. 2 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said plan South $71^{\circ} 05' 15''$ West a distance of 256.74 feet to the point at the place of beginning.

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DECLARATION OF CONDOMINIUM
OF *2-894*
GATEWAY TOWERS CONDOMINIUM

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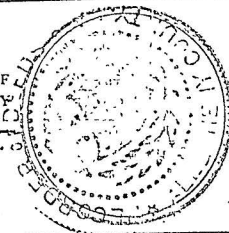
MAIL TO:
LAWYERS, TITLE INS.
CORP.
337. 4th AVE
PITTSBURGH PA 15222

P. O. Nely Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 22nd DAY
OF June A.D., 19 79 IN Deed
BOOK VOL. 6122 PAGE 929 WITNESS MY HAND AND SEAL
OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

John J. [Signature] RECORDER



NO. 6122 PL. 980