

**Allegheny County
Jessica Garofolo
Department of Real Estate
Pittsburgh, PA 15219**

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**Document Number: 2023-33491
Recorded As: ERX-DEED AGREEMENT
Recorded On: December 15, 2023
Recorded At: 11:05:19 am
Number of Pages: 19
Book-VI/Pg: Bk-DE VI-19524 Pg-243
Recording Fee: \$181.75
Parties:
IMPERIAL HOUSE CONDO ASN
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Receipt Number: 4315257
Processed By: Patricia Rankin**

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Jessica Garofolo
Jessica Garofolo, Director
Rich Fitzgerald, County Executive

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**AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF IMPERIAL HOUSE****RECITALS**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF IMPERIAL HOUSE (this "Restated Declaration"), effective as of the date of recordation hereof, is made by the Imperial House Condominium Association (the "Association").

WHEREAS, the Association is located in the 14th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was enacted pursuant to the provisions of the Unit Property Act of Pennsylvania (Act of July 3, 1963, P. L. 196, 68 P.S. §700.101 et seq.) by the recording of a Declaration of Condominium of Imperial House dated June 29, 1978, in the Office of the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 6062, Page 1 (the "Declaration");

WHEREAS, the Declaration was subsequently amended by: (i) Amendment To Declaration of Condominium of Imperial House dated June 25, 1979, and recorded at Deed Book Volume 6134, Page 337 ("First Amendment"); (ii) Amendment To Declaration of Condominium for Imperial House dated May 12, 1981, and recorded at Deed Book Volume 6374, Page 695 ("Second Amendment"); (iii) Amendment To Declaration of Condominium for Imperial House dated January 5, 1982, and recorded at Deed Book Volume 6436, Page 220 ("Third Amendment"); (iv) Restated Declaration of Condominium of Imperial House dated April 19, 1998 (unrecorded) ("Amended Declaration"); (v) Amendment To The Declaration of Condominium of Imperial House dated July 20, 2009, and recorded at Deed Book Volume 13994, Page 74 ("Fourth Amendment"); (vi) Amendment To The Declaration of Condominium of Imperial House dated July 20, 2009, and recorded at Deed Book Volume 13994, Page 80 ("Fifth Amendment"); (vii) Amendment To The Declaration of Condominium of Imperial House dated August 30, 2013, and recorded at Deed Book Volume 15494, Page 75 ("Sixth Amendment"); and (viii) Amendment To The Declaration of The Condominium of Imperial House Condominium Association dated November 8, 2021, and recorded at Deed Book Volume 18699, Page 521 ("Seventh Amendment", together with the Declaration, First Amendment, Second Amendment, Third Amendment, Amended Declaration, Fourth Amendment, Fifth Amendment, and Sixth Amendment, collectively the "Original Declaration");

WHEREAS, the Board (as hereinafter defined) of the Association believes that it is in the best interest of the Association to amend and restate the Original Declaration to incorporate the Declaration and all subsequent amendments into one cohesive document to eliminate any potential confusion arising from the integration of the Declaration and the various amendments; and

WHEREAS, pursuant to written consent, at least 67% of the Unit Owners (as hereinafter defined) entitled to cast a vote have voted in favor of this Amended and Restated Declaration.

NOW THEREFORE, the Association hereby fully amends and restates the Declaration of Condominium of Imperial House and declare that every portion of the Property (as hereinafter defined) is and shall be subject to this Restated Declaration.

ARTICLE I

Section 1. The foregoing Recitals to this Restated Declaration are hereby incorporated as if fully set forth herein.

Section 2. The Property described in this Restated Declaration is subject to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P. L. 196, 68 Purdon's Statutes §700.101 *et seq.*) (the "Unit Property Act"), and the applicable sections of the Pennsylvania Uniform Condominium Act, as amended (68 Pa.C.S. § 3101, *et seq.*) (the "PUCA") pursuant to 68 Pa.C.S. § 3102 with respect to events and circumstances occurring after the effective date of Section 3102 of the PUCA.

Section 3. This Restated Declaration supersedes and replaces the Original Declaration.

ARTICLE II

The description of the land and buildings involved is as follows (the "Property"):

ALL THAT CERTAIN lot or piece of ground situate in the 14th Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the dividing line of Lots Nos. 59 and 60 in the Bellefield Land Company's Plan called "Schenley Heights Plan of Lots," recorded in the Recorder's Office of Allegheny County in Plan Book Volume 20, pages 102 and 103, distant measured along said dividing line 120 feet northwardly from the northerly side of Hobart Street; thence by line parallel with and distant 120 feet northwardly from Hobart Street, and along lands now or formerly of J. A. West, North 88° 47' West, 266.82 feet to line of land now or formerly of Mike Coury; thence by said lands North 0° 02' West, 259.19 feet to a point; thence North 83° 30' East, 215.41 feet to a line of land now or formerly of Lymia Naffah; thence by said lands South 1° 13' West, 62.36 feet to a point; thence by same South 46° 29' East, 104.98 feet to Munhall Road; thence along the westerly end of Munhall Road, by a curve to the left having a radius of 30 feet an arc distance of 65.89 feet to line of land now or formerly of Curtis Kossman; thence by said lands North 88° 47' West, 18.51 feet to the dividing line of Lots Nos. 59 and 60 in said Schenley Heights Plan of Lots laid out by Bellefield Land Company, recorded in Plan Book Volume 20, pages 102 and 103; and thence by said dividing line South 1° 13' West, 101.56 feet to the place of beginning.

TOGETHER WITH AND SUBJECT TO all of the easements, rights and privileges granted, created and defined by agreement between Curtis Kossman and Rebecca Kossman, his wife, and George G. Bartley, et al., dated July 5, 1930, and recorded at Deed Book Vol. 2428, pg. 248.

BEING formerly designated as Block 86-P, Lot 150 in the Deed Registry Office of Allegheny County, Pennsylvania.

ALSO

ALL THAT CERTAIN LOT or piece of ground situate in the 14th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING on line of land conveyed by Lymia Naffah, et vir., to Edward M. Diebold, et al. by deed dated September 14, 1928, and recorded in the Recorder's Office of Allegheny County aforesaid in Deed Book Volume 2349, page 4469 distant North 46° 29' West, 72.65 feet from the northerly line of Munhall Road; thence by a line along the property now or formerly of Sandor Szekely, et ux., North 1° 13' East, a distance of 87.14 feet to line of land now or late of A. C. Guarino; thence along said line, South 83° 30' West, a distance of 23.98 feet to line of land now or late of Lymia Naffah; thence along said line South 1° 13' West, a distance of 62.36 feet to line of land conveyed to Edward M. Diebold, et al. aforesaid; and thence along said line South 46° 29' East, a distance of 32.13 feet to the place of beginning.

BEING formerly designated as Block 86-P, Lot 102 in the Deed Registry Office of Allegheny County, Pennsylvania.

ALSO

ALL that certain lot or piece of ground situate in the Fourteenth (14th) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the intersection of the Easterly line of land now or formerly owned by Munhall-Forbes Realty, Inc., with the Northerly line of Munhall Road, which point is also in the center of a Ten (10) foot right of way created in deed of Louis Penner, et ux., to Samuel J. Weiss, et al. --, dated February 3, 1949, and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 3044, Page 54; thence along the Northerly side of Munhall Road Eastwardly with a curve to the right having a radius of 130 feet, an arc distance of 54.43 feet to a point; thence North 0° 38' East, a distance of 51.17 feet to a point; thence North 45° 36' East a distance of 90.50 feet to a point; thence South 83° 30' West a distance of 48.85 feet to a point; thence North 1° 13' East a distance of 80 feet to a point; thence South 83° 30' West a distance of 67.98 feet to a pin in the Easterly line of the land now or formerly owned by Munhall-Forbes Realty, Inc. and thence South 1° 13' West, a distance of 169.50 feet to a point on the Northerly side of Munhall Road, being the place of beginning.

BEING formerly designated as Block 86-P, Lot 135 in the Deed Registry Office of Allegheny County, Pennsylvania.

ALSO

ALL that certain lot or parcel of ground situate in the 14th Ward of the City of Pittsburgh, County of Allegheny and State of Pennsylvania, being bound and described as follows, to-wit:

BEGINNING on the Southerly side of Beacon Street at a point distant 670.28 feet Westwardly from Murray Avenue; thence along said side of Beacon Street, South 83° 30' West, 36.39 feet to a point on the line of property now or formerly of Jacob Greenburg and Clara Greenburg, his wife; thence South 1° 24 East, 119.38 feet to a point; thence North 83° 30' East, 37.88 feet to a point; thence North 1° 24' West, 100.81 feet to a point; thence North 6° West along the party wall between the garage on this lot and a similar garage on the adjoining lot to the East, 18.50 feet to the Southerly side of Beacon Street, at the place of beginning.

BEING formerly designated as Block 86-P, Lot 108 in the Deed Registry Office of Allegheny County, Pennsylvania.

ALSO

ALL that certain lot or parcel of ground situate in the 14th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Beacon Street, 706.57 feet Westwardly from Murray Avenue at the line of property now or formerly of Patricia A. Jones, and Jenny R. Curran; thence extending Westwardly along Beacon Street, 35.46 feet to the center of a party wall dividing the garage on this lot and the lot adjoining on the West; thence South 6° East, through the center of said party wall, a distance of 18.50 feet to a point; thence South 83° 30' West, 1.49 feet to a point; thence South 1° 24' East, 100.81 feet to a point; thence North 83° 30' East, 35.36 feet to a point; thence North 1° 24' West, 119.38 feet to the Southerly side of Beacon Street, at the place of beginning.

BEING formerly designated as Block 86-P, Lot 107 in the Deed Registry Office of Allegheny County, Pennsylvania.

The above parcels have been consolidated and are currently collectively designated as Block 86-P, Lot 150 in the Deed Registry Office of Allegheny County, Pennsylvania.

HAVING erected thereon a ten-story, 141 Unit apartment building (the "Building") numbered as 5600 Munhall Road, Pittsburgh, Pennsylvania.

ARTICLE III

Section 1. The name by which the Property will be known is Imperial House.

Section 2. The Imperial House shall be governed in accordance with a Code of Regulations adopted pursuant to Article III of the Unit Property Act of Pennsylvania, section 700.301 (the "Code"). The Code shall be known as, and shall be referred to, as the Bylaws of Imperial House (the "Bylaws"). To the extent of any inconsistency by and between the terms of this Restated Declaration, and the Bylaws and the Rules and Regulations of Imperial House, this Restated Declaration shall prevail.

Section 3. The affairs of the Imperial House shall be managed by a Board of Directors (hereinafter referred to as the "Board"). The Board shall serve as the Council defined in the Unit Property Act of Pennsylvania, section 700.102.

Section 4. The legal title owner(s) of each Unit (as hereinafter defined), shall be a "Unit Owner" and collectively the "Unit Owners."

ARTICLE IV

Section 1. The Property consists of one hundred forty-one (141) apartment Units (each a "Unit" and collectively, the "Units") and the Common Elements (as hereinafter defined), as shown in a Declaration Plan prepared by Tennyson & Reid dated July 29, 1975 and recorded on January 31, 1979 at Plan Book Volume 108, Page 126, as amended by that certain Declaration Site Plan Amended to Include Parcel B dated June 10, 1979, and recorded on July 19, 1979 at Plan Book Volume 110, Page 190 (collectively the "Declaration Plan"). The Declaration Plan is incorporated herein by reference hereto.

Section 2. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Declaration Plan. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Declaration Plan and every such description shall be deemed good and sufficient for all purposes as provided in the Unit Property Act.

Section 3. Each Unit shall consist of the space enclosed and bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each Unit as shown on the Declaration Plan. Balconies and the heating and air conditioning Units contained thereon shall be considered a part of the Unit to which they are attached.

Section 4. The interior partitions or walls within the confines or boundary lines of each numbered Unit are approximately placed in the Declaration Plan referred to above. Interior partitions or walls may, from time to time, be removed or replaced at the discretion of each respective Unit Owner; in the event a Unit Owner does remove or replace any or all interior partitions or walls, no amendment of the Declaration Plan will be necessary or required. Interior walls may be removed or replaced only in accordance with the Rules and Regulations of the Imperial House and with the written permission of the Board.

Section 5. The Imperial House may purchase one or more existing Units to be held in the name of the Imperial House.

Section 6. Unit Owners shall not have any right to alter, paint, or otherwise decorate in such a manner as to change the appearance of any portion of the Building exterior, including windows, without Council's prior written approval. Violation of this provision will expose the Unit Owner to the expense of returning the exterior to its original condition upon demand of Council.

ARTICLE V

Section 1. The Common Elements shall consist of all the Property except the individual Units (the "Common Elements"). Units owned by the Imperial House shall be treated as Common Elements subject to regulations in the Bylaws and Rules and Regulations of Imperial House.

Section 2. Each Unit Owner shall be entitled to the proportionate undivided percentage of ownership in the Common Elements allocated to the respective Units owned by such Unit Owner as hereinafter set forth:

See **Schedule 1**, attached hereto and incorporated herein by reference.

ARTICLE VI

Section 1. The proportionate undivided interest in the Common Elements may be altered by the recording of an amendment duly executed by all Unit Owners affected thereby.

Section 2. This Restated Declaration may be amended by an instrument in writing approved by sixty-seven percent (67%) of the Unit Owners in accordance with the Bylaws and filed for record with the Department of Real Estate of Allegheny County, Pennsylvania. The amendatory instrument shall be executed by the Board, shall set forth the item or items to be amended and any new matter to be added, shall be executed with the same formalities as this instrument, and shall refer to the volume and page in which this instrument is recorded.

Section 3. The condominium shall have the right to acquire additional real estate and shall be permitted to amend this Restated Declaration to include any or all portion of the additional real estate as part of the Common Elements.

ARTICLE VII

Section 1. No Unit shall be used for any other purpose than as a private residential dwelling for the owner thereof or by a person to whom the owner shall have leased his or her Unit subject to all the provisions of this Restated Declaration, the Bylaws, and the Rules and Regulations (hereinafter sometimes referred to collectively as the "Association Documents"). No more than four (4) persons may reside in a two-bedroom Unit, and no more than six (6) persons may reside in a three-bedroom Unit.

Section 2. No Unit Owner nor lessee of any Unit Owner shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the common area which will result in the cancellation of insurance on the Building, or which would be in violation of any government statutes, ordinances, rules or regulations. No waste shall be permitted in the common areas.

Section 3. Each Unit Owner shall maintain his or her own Unit in good condition, order and repair at the Unit Owner's own expense. No Unit Owner shall permit or suffer anything to be done or kept upon the premises of his or her Unit or in the usage of the common area which will obstruct or interfere with the rights of other Unit Owners or annoy other Unit Owners by unreasonable noise or otherwise, nor which will be noxious or offensive to the other Unit Owners. Each Unit Owner shall comply with all of the requirements for all governmental agencies, federal, state, local and all laws, ordinances, rules and regulations applicable to the Unit.

Section 4. The obligation of the Board and of Unit Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property.

Section 5. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments levied by the Board against the Grantor and his or her Unit for the Unit Owner's share of common expenses up to the time of the grant of conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore. However, any such Grantee shall be entitled to a statement from the Board setting forth the amount of all unpaid assessments against the Grantor due to the Association, and such Grantee shall not be liable, for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments levied by the Board against the Grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this Paragraph, "Grantor" shall include a decedent or estate of the decedent and "Grantee" shall include a legatee or intestate heir of said decedent. "Grantor" and "Grantee" shall also include the parties in an installment sales contract.

Installment Sales Contracts. An installment sales contract or installment land contract is recognized as a conveyance of the Unit. Therefore, a Resale Certificate shall be requested from the property manager by the seller for the buyer in an installment sales contract prior to or simultaneous with the execution of such a contract, regardless of the time appointed for the conveyance of title to the Unit. In addition thereto, and not in the alternative, an updated Resale Certificate shall be requested from the property manager by the seller for the buyer upon conveyance of title to the Unit. The Seller shall be responsible for providing the Board with written notice of the status of the installment sales contract seven (7) months after the execution of said contract. Said written notice shall include a statement confirming the buyer and seller intend to transfer title to the Unit and provide the anticipated date of closing. The initial written notice shall also include a copy of the executed agreement. Following the initial notice, additional status

reports providing the anticipated date of closing shall be provided to the Board at ninety (90) day intervals until the Unit is transferred.

Section 6. Leasing.

(a) Except for Unit Owner(s) leasing their Unit(s) pursuant to a validly executed lease as of the effective date of the Fifth Amendment, being July 28, 2009, no Unit Owner is permitted to lease his or her Unit(s). Any Unit Owner(s) whose Unit(s) are the subject of a validly executed lease as of the effective date of the Fifth Amendment may continue to lease that Unit until the tenant(s) occupying the Unit(s) as of the effective date of the Fifth Amendment vacate the Unit. Once the Unit is vacated by the tenant(s) occupying the Unit(s) as of the effective date of the Fifth Amendment, for any reason or circumstance, the Unit(s) shall not be leased. Those Unit Owner(s) whose Units are the subject of a validly executed lease as of the effective date of the Fifth Amendment shall be required to produce a copy of said lease to the Imperial House Board or the property manager within thirty (30) days of the effective date hereof. Failure to produce a copy of said lease shall be deemed a waiver of the grandfather leasing rights set forth in this Section 6.

(b) Any lease of a Unit between family members or occupancy by a Unit Owner's family shall not be deemed a lease pursuant to the terms of this Restated Declaration. For purposes of this Section, family members shall be defined as the Unit Owners' parents, siblings, children, or grandparents, as well as step-parents, step-siblings, step-children and step-grandparents. If a Unit is owned by a legally married couple, this definition applies to both of them. Any occupancy by a settlor of a trust that owns a Unit, or a family member of the settlor of such a trust, shall not be deemed a lease pursuant to the terms of this Restated Declaration.

(c) Any Unit Owner permitted to continue to lease his or her Unit pursuant to the provisions contained in Subsection (a) above shall be subject to the following terms and conditions:

(i) No Unit may be leased for a term of less than one (1) year.

(ii) All leases shall be in writing and shall contain a clause that makes any substantial breach of the Association Documents (i.e., the Restated Declaration, Bylaws and Rules and Regulations), a breach of said lease, and a cause for termination thereof.

(iii) All leases shall contain a clause which provides that all lessees are bound by all of the terms and conditions contained in the Restated Declaration, Bylaws and Rules and Regulations.

(iv) Nothing contained in the lease shall create any voting rights in the lessee assigned to the Unit which is the subject of the lease.

(v) A copy of any renewed lease must be furnished to the Board within five (5) business days after execution thereof.

(vi) No Unit may be the subject of a sub-lease under any circumstances.

Section 7.

(a) Every Unit Owner is required to cooperate with the Board and Imperial House Management (which includes the property manager, "Management"), or their authorized representative, by providing access to their Unit when it is necessary to discharge management or maintenance responsibilities.

(b) Each Unit Owner must furnish Management with a duplicate set of keys to the Unit for use in the absence of the Unit Owner in case of an emergency. If the Unit Owner has the Unit lock cylinder changed, installs an additional lock, or modifies the entryway in any manner which prevents access by a single key, then the property manager must be immediately notified of the change or modification and provided with duplicate replacement keys or codes so that entry in the event of an emergency will be possible.

(c) Management shall have an irrevocable right of access to all Units during reasonable hours for maintenance, repair or replacement of any common element, or during any hours to prevent damage to the Common Elements or to another Unit or Units. Prior to gaining such entry, Management shall make a reasonable effort to provide notice.

(d) If a Unit Owner fails to provide Management with the appropriate key or code to gain access during emergency situations, the Unit Owner shall be subject to a fine in an amount set by the Board from time to time. In the event that access is necessary to prevent damage to the Property, whether it be to the Common Elements or another Unit, or to any person, such as to abate a suspected utility leak, etc., the Association has a right to contact the appropriate authorities to conduct a wellness check and gain access in this manner to abate the risk of damage or harm or to gain access by such other means as the law allows.

Section 8. The Imperial House is an animal free Building. This includes visiting animals. Guests shall be advised that they may not bring animals into the Building unless they are entitled to an exception under the law. Permission for service animals and support animals must be requested from the management office in advance, after submitting the proof the law requires. It is strongly suggested that the person for whom the service or support animal is required (and the Unit Owner if different from that person) request approval in writing, using the form(s) provided by the Association. For purposes of this Section, a "support animal" is defined as a trained or untrained animal that does work, performs tasks, provides assistance, and/or provides therapeutic emotional support for individuals with disabilities, other than a service animal, as may be clarified from time to time by the appropriate government agencies, such as Department of Housing and Urban Development.

(a) The following applies to service and support animals if permission is granted by the Association. The "Animal Owner" is the person for whom permission is granted to keep a service or support animal, whether that person is the Unit Owner or other resident. "Handler" means the person who is physically responsible for the conduct of the service or support animal. The Handler may be the Animal Owner or that Animal Owner's designated handler for the service or support animal.

- (b) The animal may not be left unattended outside of a Unit or tied outside of Unit at any time.
- (c) All excrement must be picked up and properly disposed of immediately by the Handler.
- (d) Excrement, cat litter, or other material containing excrement or urine from the animal must be properly sealed and disposed of in a trash container.
- (e) There shall be no excessive barking or other noise from an animal such that it is a nuisance to other Unit Owners or residents.
- (f) The animal may not damage any grass, shrubbery, furniture or other Unit, common areas or property and the cost of repair of any such damage shall be the responsibility of the Unit Owner.
- (g) The animal must be on a leash (not to exceed six (6) feet in length) at all times and under the control of the Handler when in or on any common area (e.g., grounds, hallways).
- (h) The animal must be properly vaccinated and registered (licensed) in accordance with local law, and the Animal Owner must submit annual proof of same to the Imperial House office.
- (i) The service or support animal request form shall be accompanied by a current photograph of the animal, which shall be updated each January thereafter.
- (j) The Unit Owner(s) shall indemnify and hold the Association, its Board members, Unit Owners, Management, agents and/or employees, harmless from all liability related to the animal being kept at the Imperial House.

ARTICLE VIII

Section 1. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units. Such policies shall include coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction thereof, and if agreeable to the insurer, shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the Property in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove it from the provisions of the Unit Property Act. Such insurance coverage shall be written in the name and the proceeds thereof shall be payable to the Board as the Trustee for the Unit Owners (and their respective mortgagees, if any, as their interests may appear) in the proportion of their respective percentages of ownership interest in the Common Elements as set forth in this Restated Declaration. When requested by a Unit Owner, a standard mortgagee endorsement shall be issued to the holder of the

first mortgage on such Unit Owner's Unit. If agreeable to the insurer, such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Property for purposes of insurance, that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Board, and their respective servants, agents and guests, waives any defense based on co-insurance or of invalidity arising from any acts of the Unit Owners and that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Unit Owners.

Section 2. Application of the insurance proceeds to reconstruction and disposition of the Property where the insurance proceeds are insufficient for reconstruction shall be as provided in the Unit Property Act. If the amount of the estimated cost of reconstruction and repair of the Property is in excess of \$100,000.00 and the insurance proceeds are sufficient for such purpose, then such insurance proceeds shall be paid by the said assured to a bank or trust company (the "Insurance Trustee") authorized to do business in Pennsylvania and having a capital of not less than \$5,000,000.00, and applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the assured from time to time as the work progresses, but not more frequently than once in any calendar month. Said Insurance Trustee shall make such payments upon the written request of the Board, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Board, setting forth (i) that the sum then requested either has been paid by the Board or is justly due to contractors, sub-contractors, material men, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the several amounts so paid or due, and stating that no part hereof has been made the basis for withdrawal of insurance proceeds in any previous event pending request or has been paid out of any proceeds of insurance received by the Board, and that the sum requested does not exceed the value of the services and materials described in the certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing, and (ii) that except for the amount stated in such certificate after due inquiry, which might become the basis of a vender's, mechanic's, material man's, or similar lien upon such work, the Common Elements, or any individual Unit, and that the cost as estimated by the person signed such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

Section 3. The Board shall have the authority to and shall obtain comprehensive public liability insurance, in the sum of not less than \$1,000,000.00 for injury to one person, and \$50,000.00 for property damage, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Board officers, property manager and managing agent from liability in connection with the Common Elements. Where agreeable to the insurer, all liability insurance policies shall contain cross liability endorsements to cover liabilities of the Unit Owners collectively to a Unit Owner individually.

Section 4. The premiums for all insurance purchased, pursuant to the provisions of this article, shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any current policy. Each Unit Owner shall be responsible for his or her own insurance on the contents of the Unit Owner's own Unit, and the Unit Owner's additions and improvements

thereto and decorating and furnishing and personal property therein, and his or her personal property stored elsewhere on the Property, and the Unit Owner's personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses. Directors and officer coverage is authorized and is payable as a common expense.

ARTICLE IX

Section 1. Rules Policy and Procedure. The Association shall have the legal right to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by and under the provisions of this Restated Declaration, the Bylaws and the Rules and Regulations. As part of its enforcement authority, the Board may impose a penalty on a Unit Owner for failure to comply with the terms of this Restated Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall not be deemed an abandonment or change in the same, or waiver of the right to do so thereafter on the same or other circumstances.

In all cases of alleged violations of the Association Documents, the Board must have documentation of the alleged violation. This documentation can be in the form of a letter from any Unit Owner or a report from the authorized Management agent. This documentation should state essentially the following:

- (a) The nature of the violation;
- (b) The date and approximate time of the violation;
- (c) The approximate location of the violation;
- (d) The name and Unit address of the offending party;
- (e) The name and Unit address of the person reporting the violation;
- (f) A statement verifying that the person reporting the violation actually observed the violation; and
- (g) Any other information that may aid the Board in resolving the violation.

Section 2. Rules Enforcement. The sequence of events in enforcing this policy and procedure is as follows:

If, in the opinion of the Board or its authorized Management agent, the reported violation does not endanger other residents or Common Elements and can best be cured by a warning, the Board or its authorized Management agent shall cause a letter to be sent by certified mail or hand delivery to the offending party and/or Unit Owner describing the alleged violation, and demanding (i) that any such violation cease immediately, and (ii) if appropriate, the subject property that was damaged by the violation be restored.

If the violating party and/or Unit Owner does not comply with the warning letter, and continues thereafter to violate the Association Documents, the Board or its authorized Management agent shall cause to be sent to the offending party and/or Unit Owner by certified mail a written notice of the violation and pending fine, containing essentially the following information:

- (a) A description of the nature, the time and place of the violation;
- (b) A demand that the violation immediately cease and that any damage to property be restored, within a ten (10) day period, if applicable;
- (c) A statement that an immediate fine as established by the Board, but no less than \$75.00, is imposed on the offending party and/or Unit Owner;
- (d) A statement that if the offending party and/or Unit Owner wishes to appeal the fine, he/she must contact the Board or its authorized Management agent in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board. Any request for an appeal before the Board will stay the imposition of any fine until the Board disposes of the case, noting however that if the Board finds the alleged offender and/or Unit Owner guilty of the infraction charged that any fine imposed will be retroactive to the date of the initial notice of the violation to the violator and/or Unit Owner;
- (e) A warning that, if the violation continues, a fine of fifty dollars (\$50.00) per day thereafter will be imposed until the violation has been cured; and
- (f) A statement that any damage caused by the violation will be assessed against the offending party and/or Unit Owner, and that attorney fees and costs will be assessed accordingly.

Section 3. Fines. If any fines imposed by the Board under this policy and procedure are not paid within thirty (30) days of the initial assessment, or upon expiration of a stay under Section 2(d) of this Article IX, or the violation otherwise continues, the matter may be referred to legal counsel for appropriate legal action. Such fines shall constitute a lien on the Unit. If the matter is referred to legal counsel, all reasonable attorney's fees, late fees, and costs incurred shall be assessed and collected against the offending party and/or Unit Owner.

Section 4. Leasing. In addition to the remedies set forth in this Article IX, and by Pennsylvania law, the Board shall have the right to immediately demand that a tenant give up possession of a Unit in the event that it is determined that the subject Unit Owner is prohibited from leasing the Unit pursuant to Section 6 of Article VII of this Restated Declaration prohibiting leasing. The Unit Owner shall remain responsible for any damage alleged as a result of any written lease.

Section 5. Smoking Policy. Smoking of cigarettes, cigars, pipes and other similar lighted material in the public area of the Building, including the front canopy area, parking deck, health club balcony, garage, rear parking deck, and on all of the Property of the Imperial House Condominium Association, including every area of the Property of the Imperial House

Condominium Association and all Units (including living quarters and balconies) which are conveyed or transferred for any reason whatsoever, by deed or otherwise, on or after September 1, 2013 is expressly prohibited.

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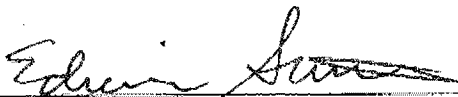
[SIGNATURES ON FOLLOWING PAGE]

ADOPTED, this 15 day of DECEMBER, 2023.

IMPERIAL HOUSE CONDOMINIUM ASSOCIATION



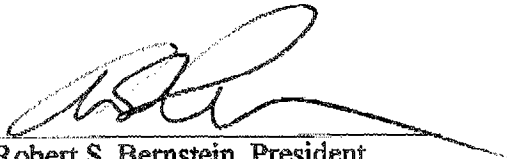
Robert S. Bernstein, President



Edwin Smith, Secretary

CERTIFICATE

We, Robert S. Bernstein, the President of Imperial House Condominium Association, and Edwin Smith, the Secretary of Imperial House Condominium Association, certify that the foregoing Amended and Restated Declaration of Condominium Imperial House has been consented to by more than sixty-seven percent (67%) of all Unit Owners at a meeting of all Unit Owners after written notice of the meeting was given to all Unit Owners.

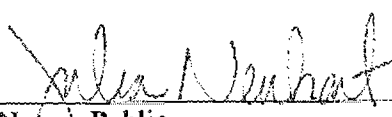

Robert S. Bernstein, President


Edwin Smith, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

This record was acknowledged before me on DECEMBER 15, 2023, by Robert S. Bernstein, as President, and Edwin Smith, as Secretary, who represent that they are authorized to act on behalf of the Imperial House Condominium Association.


Notary Public
My commission expires:

MAIL TO:
Bernstein-Burkley, P.C.
601 Grant Street, 9th Floor
Pittsburgh, PA 15219
Attn: Matthew J. McClelland, Esq.

Commonwealth of Pennsylvania - Notary Seal
Julia Neuhart, Notary Public
Allegheny County
My commission expires April 16, 2027
Commission number 1290011
Member, Pennsylvania Association of Notaries

SCHEDULE 1**UNIT PERCENTAGE OF OWNERSHIP**

UNIT NO.	PERCENTAGE OF OWNERSHIP	UNIT NO.	PERCENTAGE OF OWNERSHIP
201	.66904	411	.66904
202	.66904	412	1.03168
203	.66904	414	.66904
204	.66904	415	1.01457
205	.66904	416	.66904
206	.66904	417	.66904
207	.66904	501	.66904
208*	.66904	502	.66904
209	.66904	503	.66904
210	.66904	504	.66904
211	.66904	505	.66904
216	.66904	506	.66904
217	.66904	507	.66904
301	.66904	508	.66904
302	.66904	509	.66904
303	.66904	510	.66904
304	.66904	511	.66904
305	.66904	512	1.03168
306	.66904	514	.66904
307	.66904	515	1.01457
308	.66904	516	.66904
309	.66904	517	.66904
310	.66904	601	.66904
311	.66904	602	.66904
312	1.03168	603	.66904
314	.66904	604	.66904
315	1.01457	605	.66904
316	.66904	606	.66904
317	.66904	607	.66904
401	.66904	608	.66904
402	.66904	609	.66904
403	.66904	610	.66904
404	.66904	611	.66904
405	.66904	612	1.03168
406	.66904	614	.66904
407	.66904	615	1.01457
408	.66904	616	.66904
409	.66904	617	.66904
410	.66904	701	.66904

UNIT NO.	PERCENTAGE OF OWNERSHIP	UNIT NO.	PERCENTAGE OF OWNERSHIP
702	.66904	902	.66904
703	.66904	903	.66904
704	.66904	904	.66904
705	.66904	905	.66904
706	.66904	906	.66904
707	.66904	907	.66904
708	.66904	908	.66904
709	.66904	909	.66904
710	.66904	910	.66904
711	.66904	911	.66904
712	1.03168	912	1.03168
714	.66904	914	.66904
715	1.01457	915	1.01457
716	.66904	916	.66904
717	.66904	917	.66904
801	.66904	1001	.66904
802	.66904	1002	.66904
803	.66904	1003	.66904
804	.66904	1004	.66904
805	.66904	1005	.66904
806	.66904	1006	.66904
807	.66904	1007	.66904
808	.66904	1008	.66904
809	.66904	1009	.66904
810	.66904	1010	.66904
811	.66904	1011	.66904
812	1.03168	1012	1.03168
814	.66904	1014	.66904
815	1.01457	1015	1.01457
816	.66904	1016	.66904
817	.66904	1017	.66904
901	.66904		

***NOTE:** As of the effective date of this Restated Declaration, Unit 208 is currently owned by the Association. Pursuant to Section 1 of Article V of this Restated Declaration, Units owned by the Imperial House shall be treated as Common Elements subject to regulations in the Bylaws and Rules and Regulations of Imperial House.