

(filed in the Department of State on
the 14th day of February 1980
William R. Davis

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Secretary of the Commonwealth

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ARTICLES OF INCORPORATION

OF

VIRGINIA MANSIONS CONDOMINIUM ASSOCIATION, INC.

By these Articles is formed a corporation which is organized upon a nonstock basis and which does not contemplate pecuniary gain or profit, incidental or otherwise, with such corporation being formed pursuant to the Pennsylvania Nonprofit Corporation Law of 1972, Act 1972, November 15, P.L. 1063.

ARTICLE I.

Name and Definitions

The name of the corporation shall be VIRGINIA MANSIONS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", and the terms used herein shall have the meaning for each stated in the Declaration of Condominium of Virginia Mansions Condominium, recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania (hereinafter referred to as the "Declaration of Condominium"), unless the context otherwise requires.

ARTICLE II.

Purpose

A. The purpose for which the Association is organized is to provide an entity for the operation of the business of Virginia Mansions Condominium in accordance with the Unit Property Act of the Commonwealth of Pennsylvania, 1963, July 3, P.L. 196.

B. The Association shall pay no dividend, and shall distribute no part of its income to its members, Directors or officers. Nevertheless, the Association may pay compensation in a reasonable amount to its members, Directors and Officers for services rendered, and it may confer benefits upon its members in conformity with the purposes of the Association. Upon termination of the Condominium, the Association may make distributions to its members as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the members of the Association in accordance with the provisions of the Declaration of Condominium, these Articles and the Code of Regulations.

ARTICLE III.

Powers

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a nonprofit corporation pursuant to 15 Pa. Stat. Ann. §7503 (Supp. 1978) which are not in conflict with the purposes of the Association as set forth in Section B of this Article III, and the terms of these Articles, the Declaration of Condominium and the Unit Property Act.

B. The purpose of the Association is to manage, operate, maintain, replace and care for the Condominium Property for the benefit of Unit Owners.

C. In furtherance of the purpose of the Association, as set forth in Section B of this Article III, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, including but not limited to the following irrevocable rights, powers and authority:

1. To make and collect Assessments against members of the Unit Owners to defray the costs, expenses and losses of the Condominium.

2. To use the proceeds of Assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the Condominium Property, which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for the making of emergency repairs therein to prevent damage to the Common Elements or to another Unit or Units.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

5. To reconstruct improvements after casualty and to construct further improvements of the Condominium Property.

6. To make and amend reasonable rules or regulations respecting the use of the Condominium Property.

7. To enforce by legal means the provisions of the Unit Property Act, the Declaration of Condominium, these Articles, the Code of Regulations and any other rules for the use of the property in the Condominium that may be adopted by the Association.

8. To contract for the maintenance, management or operation of the Condominium Property and to delegate to such manager all powers and duties of the Association not specifically required by the Declaration of Condominium or the Corporation Not-for-Profit Code of the Commonwealth of Pennsylvania (hereinafter referred to as the "Corporation Not-for-Profit Code") to have approval of the Council or the membership of the Association.

9. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.

10. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Unit or Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

11. To pay the cost of all power, water, heating, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to Owners or individual Units.

12. To adopt and establish a Code of Regulations for the operation of the Condominium Property.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Code of Regulations.

D. The Association shall have the power to purchase a Unit or Units and to hold, lease, mortgage and convey the same.

ARTICLE IV.

Members

A. The members of the Association shall consist of all of the Unit Owners of record in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

B. Change of membership in the Association shall be established by recording in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, a deed or other instrument establishing record title to a Condominium Parcel and the delivery to the Association of a true copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a member of the Association and the membership of the prior Unit Owner shall thereby be terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

D. The Code of Regulations shall provide for an annual meeting of members and may provide for regular and special meetings of members other than the annual meeting.

E. In connection with membership in the Association, on all matters upon which the membership is entitled to vote, the owner or owners of each Condominium Parcel shall be entitled to the percentage of vote per Condominium Parcel owned as set forth in the Declaration of Condominium, except that the Association shall not be entitled to a vote for any Condominium Parcel owned by the Association. The manner of exercising voting rights shall be determined by the Code of Regulations.

ARTICLE V.

Directors

A. The property, business and affairs of the Association shall be managed by a Council consisting of the number of Directors determined by the Code of Regulations. The Council shall be the group of persons vested with the management of the business and affairs of the Association and defined in the Corporation Not-for-Profit Code as the "board of directors" of the Association.

B. Directors may be designated or elected and removed and vacancies on the Council shall be filled as provided in the Code of Regulations.

C. All of the duties and powers of the Association existing under the Unit Property Act, the Corporation Not-for-Profit Code, the Declaration of Condominium, these Articles and the Code of Regulations shall be exercised exclusively by the Council or its agents, contractors or employees, subject only to approval by the members when such approval is specifically required by the Unit Property Act, the Corporation Not-for-Profit Code, the Declaration of Condominium, these Articles or the Code of Regulations.

ARTICLE VI.

Indemnification and Insurance

A. The Association shall indemnify any person who was or is a Director, officer, employee or agent of the Association and who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of, the Association), by reason of the fact that he is or was a Director, officer, employee or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or other proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person (i) did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or (ii) (with respect to any criminal action or proceeding) had reasonable cause to believe that his conduct was unlawful.

B. The Association shall indemnify any person who was or is a Director, officer, employee or agent of the Association and who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to, the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the Court of Common Pleas of Allegheny County, Pennsylvania or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which said Court of Common Pleas or other court shall deem proper.

C. To the extent that a past or present Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or other proceeding described above in this Article VI, above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

D. Unless otherwise ordered by a court, any indemnification under Section A or Section B of this article, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Section A or Section B. Such determination shall be made (i) by the Council by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or other proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a majority of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (iii) by the members by the vote of a majority of members who were not parties to such action, suit or other proceeding.

E. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or other proceeding may be paid by the Association in advance of the final disposition of such action, suit or other proceeding upon a preliminary determination following one of the procedures set forth in Section D of this article that the Director, officer, employee or agent met the applicable standard of conduct set forth in Sections A or B of this article, and upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

F. The indemnification provided for hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any regulation, any agreement or any resolution approved at a meeting by either (i) the affirmative vote of disinterested members holding a majority of the votes and entitled to vote thereon, or (ii) the affirmative vote of a majority of disinterested Directors, both as to action by any such Director, officer, employee or agent in his official capacity as well as to action in another capacity while holding such office or position, provided that there shall be no indemnification against gross negligence or willful misconduct.

G. Indemnification as provided in this section shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

H. The Association shall have the power to purchase and maintain and, if reasonably available, shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article. The premiums for such insurance shall be paid by the Association as a part of the Common Expenses.

I. If any expenses or other amounts are paid by way of indemnification, other than by court order, by action of the members or by an insurance carrier pursuant to insurance maintained by the Association, the Association shall, not later than the time of delivery to members of written notice of the next annual meeting of members (unless such meeting is held within three months from the date of such payment and, in any event, within sixteen months from the date of such payment), deliver either personally or by mail to each member who is entitled to vote for the election of Directors a statement specifying the persons paid, the amounts paid and the nature and status of the litigation or threatened litigation at the time of such payment.

ARTICLE VII.

Code of Regulations

The Code of Regulations shall be the set of regulations defined in the Corporation Not-for-profit Code as the "bylaws" of the Association and in the Unit Property Act as the "code of regulations" for the Condominium. The original Code of Regulations shall be adopted by the Directors who are the first members of the Council and by all the persons or entities who are then members of the Association, and the Code of Regulations and may be altered, amended or rescinded as provided therein.

ARTICLE VIII.

Amendments

Amendments to these Articles shall be proposed and adopted in accordance with the Corporation Not-for-profit Code and in the following manner:

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A. Any resolution for the adoption of a proposed amendment shall be proposed by a majority of the entire membership of the Council.

B. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members at which a proposed amendment is considered.

C. Members not present in person or by proxy at the meeting to consider the amendment may express their approval or disapproval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of members whose aggregate votes in the Association equal a majority of the total number of votes of all members of the Association who are present in person or by proxy and entitled to vote on such proposed amendment at the meeting to consider such amendment.

D. The articles of amendment shall be filed in the Department of State, Commonwealth of Pennsylvania.

ARTICLE IX.

Term

The term of the Association shall be perpetual.

ARTICLE X.

Incorporator

The incorporator of the Association is Robert O. Lampl, Trustee, 620 Frick Building, Pittsburgh, Pennsylvania 15219.

ARTICLE XI.

Initial Registered Office

The initial registered office of the Association in the Commonwealth of Pennsylvania is 2120-2160 Greentree Road Pittsburgh, Pennsylvania 15220. The Association retains the privilege of having other offices at other places within or outside of the Commonwealth of Pennsylvania.

ARTICLE XII.

Nonstock Basis; Not for Pecuniary Gain

The corporation is organized on a nonstock basis and does not

contemplate pecuniary gain or profit, incidental or otherwise.

IN WITNESS WHEREOF, the incorporator has caused these Articles to be executed this 11th day of February, 1980.

Robert O. Lampl Trust
ROBERT O. LAMPL, TRUSTEE

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned authority, on this day, personally appeared ROBERT O. LAMPL, TRUSTEE, who, being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of Virginia Mansions Condominium Association, Inc. for the purposes expressed in such Articles.

WITNESS my signature and official seal in the Commonwealth and County last aforesaid this 11th day of FEBRUARY, 1980.

My Commission Expires:

DOUGLAS A. CAMPBELL, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 27, 1982
Member, Pennsylvania Association of Notaries

Douglas A. Campbell
NOTARY PUBLIC