

**EXHIBIT 3**

**AMENDED AND RESTATED  
CODE OF REGULATIONS AND BY-LAWS  
OF  
1000 GRANDVIEW CONDOMINIUM  
AND  
1000 GRANDVIEW ASSOCIATION, INC.**

**ARTICLE I  
Introductory Provisions**

**Section 1.1** This document is the Code of Regulations of 1000 Grandview, a condominium created pursuant to the Unit Property Act of the Commonwealth of Pennsylvania. This document is also the By-laws of 1000 Grandview Association, Inc., a non-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania for the purpose of providing for the governance of the said condominium. This document shall become effective upon its (a) approval by a vote of the members of the Association holding a majority of the total ownership interest in the Common Elements and (b) recording in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

**Section 1.2** As used in this document:

(a) the term "Association" means and includes both the condominium and the corporation which are referred to in Section 1.1;

(b) the term "Code of Regulations" means this document as it may be amended from time to time, constituting both the Code of Regulations of the condominium referred to in Section 1.1 and the By-laws of the corporation referred to in Section 1.1;

(c) the term "Declaration" means the Declaration and Declaration Plan of the condominium referred to in Section 1.1, as they have been recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, together with the Amendments thereof which have been made and so recorded and any or all further amendments thereof which may be made and so recorded from time to time;

(d) words, terms, and phrases defined in the Declaration shall, unless the context clearly requires otherwise, have the same meaning when used herein.

**Section 1.3** In any case in which any provision of this Code of Regulations is not authorized by the Unit Property Act of the Commonwealth of Pennsylvania (the "Prior Act") but is authorized by the Uniform Condominium Act of the Commonwealth of Pennsylvania as it may be amended from time to time (the "Condominium Act"), the Condominium Act shall govern and control so as to authorize such provision of this Code of Regulations.

**Section 1.4** Except as otherwise expressly provided herein, in the Declaration, or in the Prior Act, the Association shall be governed by the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania as it may be amended from time to time (the "Non-profit Corporation Law").

**ARTICLE 2  
General Provisions**

**Section 2.1** The Association shall act on behalf of its members to regulate the use of the Property, operate, maintain, repair, and replace the Common Elements, assess and collect the common expenses and the other charges from the unit owners, provide for the administration, management, and finances of the Association, and perform all other acts that may be required or permitted to be performed from time to time by the Association pursuant to the Declaration, this Code of Regulations, the Prior Act, the Condominium Act, or the Non-profit Corporation Law.

**Section 2.2** The Association may from time to time acquire and own any or all real or personal property or interest or rights therein or appurtenant thereto, which may be necessary, appropriate, or incidental to the exercise of its powers.

**Section 2.3** The Association shall operate on a non-profit basis consonant with the provisions of its Articles of Incorporation.

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#### **ARTICLE 3**

##### **Membership**

**Section 3.1** The members shall consist of all of the unit owners of the Property in accordance with the provisions of the Declaration.

**Section 3.2** Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each unit owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

#### **ARTICLE 4**

##### **Meeting of the Members**

**Section 4.1** Meetings of the members shall be held at the Property, or at such other place in Allegheny County, Pennsylvania, as may be specified in the Notice of Meeting.

**Section 4.2** Annual meetings of the members shall be held on the second Thursday of the month of March of each year, or in the event that day is a legal holiday, on the first day of the following week which is not a legal holiday. At such annual meetings, there shall be elected by ballot of the members a Board of Directors in accordance with the provisions of Article 5 of this Code of Regulations. The members shall also transact such other business at such annual meetings as may properly come before them. Additional regular meetings of the members shall be held in the months of June, September, and December of each year, on the second Thursday of each such month, or in the event that day is a legal holiday, on the first day of the following week which is not a legal holiday. The members shall transact such business at such additional regular meetings as may properly come before them.

**Section 4.3** It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by the owners of twenty-five percent (25%) of the ownership interest in the Common Elements. No business shall be transacted at a Special Meeting except as stated in the Notice thereof unless with the consent of four-fifths (4/5) of the members present in person or by proxy.

**Section 4.4** It shall be the duty of the Secretary, or upon his failure or neglect, then any officer or member, to deliver or mail by United States Mail, postage prepaid, to each member of record, at least seven (7) days but not more than sixty (60) days before the date of each Meeting a Notice stating the time and place of such Meeting, and, in case of a Special Meeting, the purposes thereof.

**Section 4.5** The presence, either in person or by proxy, of the owners of at least thirty (30%) percent of the total ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of the members.

**Section 4.6** If at any meeting of the members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

**Section 4.7** The aggregate number of votes for all unit owners shall be 100.75167 and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the Common Elements as set forth in the Declaration. If any unit owner consists of more than one (1) person, the voting rights for such unit owner shall not be divided but shall be exercised only as a unit. Unless by an applicable provision of Statute or of this Code of Regulations or the Declaration, a different vote is expressly required, each question presented at a meeting of the members shall be determined by a majority vote of those present and voting. With respect to all elections of Directors, each unit owner shall be entitled to cast one vote for each Director to be elected but shall not be entitled to cast his votes on a cumulative voting basis. With respect to all elections of Directors and with respect to each other question presented at any meeting of the members, the vote of each unit owner shall be equal to such unit owner's percentage of ownership interest in the Common Elements as set forth in the Declaration.

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**Section 4.8** The vote of any corporation, association, partnership, or trust member may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member, as it proxy. An individual member may appoint only another member as a proxy.

Proxies must be in writing and signed by the person giving that proxy, shall be valid only for the particular meeting designated therein or any adjournment thereof; and must be filed with the Secretary at or before the commencement of that meeting. A proxy may not be revoked as to any vote unless, before that vote is taken, the owner of record of the unit for which that proxy was given either. (a) personally attends and announces at the meeting that the proxy is revoked; or (b) causes a written revocation of that proxy, signed by such unit owner, to be delivered to the Secretary. No proxy shall be valid for a period in excess of one year. A proxy shall be void if it is undated or purports to be revocable without notice given in accordance with this section.

**Section 4.9** The Board of Directors may cause ballots to be distributed to the unit owners in advance of any meeting of the members, for the election of Directors or any other matter(s) to be voted on by the members. Such ballots must be delivered to the Secretary before the adjournment of the meeting at which they are to be cast. No such ballot shall be valid unless it is completed and signed by the unit owner casting it or by his duly appointed proxy, provided, that if the unit owner completing and signing any such ballot shall not otherwise be present at the meeting in person or by proxy, he shall be deemed to have appointed the Secretary as his proxy to cast such ballot and it shall be the duty of the Secretary to cast such ballot as it shall have been completed and signed by such unit owner.

### ARTICLE 5 Board of Directors

**Section 5.1** The affairs of the Association shall be governed by a Board of Directors. Such governing body shall constitute the governing body referred to in the Condominium Act as the "Executive Board" and in the Prior Act as the "Council". The Board of Directors shall be composed of five persons and each Director shall be a unit owner, or if a unit owner shall be a corporation, an association, a partnership, or trust, then an officer, partner, trustee, or beneficiary of such unit owner.

**Section 5.2** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and in the Non-profit Corporation Law and may do such acts or things provided by the Condominium Act to be done by the "Executive Board" or by the Prior Act to be done by the "Council" or by the unit owners collectively, except such acts or things as are by law or by this Code of Regulations or by the Declaration directed to be exercised and done by the members individually. The powers of the Board of Directors shall include but not be limited to the following:

- a) To elect the officers of the Association;
- b) To administer the affairs of the Association and the Property;
- c) To engage the services of a manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent;
- d) To hire, dismiss, and fix the duties, compensation and other terms of employment of the Association's employees.
- e) To promulgate such rules and regulations concerning the operation and use of the Property or of the Common Elements and access by the Association to the Units (including furnishing the Association with keys to the Units for access with the permission of the owner or occupant of the Unit or in case of emergency) as may be consistent with the Declaration and this Code of Regulations and to amend the same from time to time;
- f) To provide for the maintenance, repair, and replacement of the Common Elements; and
- g) To estimate and adopt annual operating and capital budgets and to provide for the assessment and collection from the unit owners of their respective shares of the estimated expenses as hereinafter provided.

**Section 5.3** At each Annual Meeting of the members three (3) Directors shall be elected by the member. The term of office of the one (1) Director so elected by the lowest number of votes shall be for one (1) year, and the terms of office of the other two (2) Directors so elected by higher number of votes shall be for two (2) years. In case of a tie for the lowest number of votes, then which of the Directors tied for the lowest number of votes shall serve for a term of one (1) year shall be determined by a drawing of lots at the first meeting of the Board of Directors following the Annual Meeting at which such

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Directors were elected. Directors shall hold office until removed or becoming disqualified to hold office or their successors shall have been elected and qualified.

**Section 5.4** Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualifications of office, shall be filled by election by the members at the next Annual Meeting or at a Special Meeting called for that purpose.

**Section 5.5** Annual Meetings of the Board of Directors shall be held immediately following the Annual Meetings of the members and at the same place. Special Meetings of the Board may be called by the President or a majority of the Board on three (3) days notice given to each Director by mail, personal delivery, or telecopier. Directors may waive notice of a Meeting. If all Directors are present at a Meeting, no notice shall be required and any business may be transacted at such Meeting.

**Section 5.6** At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

**Section 5.7** Any Director may be removed from office by the vote of members owning a majority of the total ownership interest in the Common Elements.

**Section 5.8** Directors shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

**Section 5.9** The Board shall have no authority to approve or authorize any capital expenditure in excess of \$3,000.00 nor to authorize the Association to enter into any contract for a term of more than three (3) years except with the approval of a majority vote of the unit owners at a meeting of the unit owners duly called for that purpose.

**Section 5.10** Meetings of the Board of Directors may be held by conference telephone or other equipment by means of which each Director participating in such Meeting may hear every other Director participating in such Meeting. Any action by the Board of Directors may be taken without a Meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 5.11** To the fullest extent that the laws of the Commonwealth of Pennsylvania permit the elimination or limitation of the liability of directors, no Director of the Association shall be personally liable for monetary damages as such for any action taken, or any failure to take action, as a Director. This Section shall not apply to any actions filed prior to January 27, 1987, not to any breach of performance of duty or any failure of performance of duty by any Director occurring prior to January 27, 1987. The provisions of this Section shall be deemed to be a contract with each Director of the Association who serves as such at any time while such provisions are in effect, and each Director shall be deemed to be serving as such in reliance on such provisions. Any amendment to or repeal of this Section which has the effect of increasing director liability shall require the affirmative vote of at least 80% of the total ownership interest in the Common Elements. Any such amendment or repeal shall operate prospectively only and shall not have effect with respect to any action taken, or any failure to act, by a Director prior thereto.

### ARTICLE 6

#### Officers

**Section 6.1** The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate, which officers shall be elected at each Annual Meeting of the Board of Directors and, unless sooner removed or becoming disqualified to hold office, shall hold office until the next Annual Meeting of the Board of Directors and their successors are elected and qualified.

**Section 6.2** Any officer may be removed by the affirmative vote of the majority of the members of the Board of Directors, either with or without cause. Any vacancy in any office may be filled by the Board at any meeting thereof.

**Section 6.3** Each respective officer of the Association shall have such qualifications, powers, and duties as are usually vested in such office by the Non-profit Corporation Law, including but not limited as follows:

a) The President shall be a Director and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and of the Board of Directors;

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b) The Vice President shall be a Director and shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

c) The Secretary shall keep Minutes of all Meetings of the members and of the Board of Directors and shall have custody of the Association Seal and have charge of the membership transfer books and such other books, papers, and documents as the Board of Directors may prescribe;

d) The Treasurer shall be responsible for the Association's funds and securities, and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose.

**Section 6.4** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

### ARTICLE 7

#### Fiscal Management

**Section 7.1** The fiscal year of the Association shall begin on the first day of October of each year. The commencement date of the fiscal year herein established shall be subject to change from time to time by the Board of Directors.

**Section 7.2** Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within two (2) months after the close of each quarter of each fiscal year, the Association shall furnish the members with an unaudited financial statement of the operating income and expense and the capital receipts and disbursements for that quarter, showing the variances from the operating and capital budgets for that quarter. Within six (6) months after the close of each fiscal year, the Association shall furnish the members with an audited financial statement of the operating income and expense and the capital receipts and disbursements of the Association for such prior fiscal year.

**Section 7.3** With respect to each fiscal year, the Board of Directors shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

a) Management and administration expenses;

b) The estimated cost of repairs, maintenance, and replacements of Common Elements;

c) The cost of such utilities as may be furnished to the Association;

d) The amount of such reserves as may be reasonably established by the Board of Directors, including general operating reserves, reserves for contingencies, and reserves for replacements;

e) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

The Board of Directors shall also estimate the amount of income to be received by the Association from the use, operation, or rental of any of the Common Elements and any units owned by the Association, which amount shall be referred to as non-membership income. The difference between the estimated annual expenses of the Association and the non-membership income shall be an amount referred to as membership assessments.

Within ninety (90) days before the commencement of each fiscal year, the Board of Directors shall cause estimated annual operating and capital budgets to be prepared based on its estimations of annual expenses, non-membership income, and membership assessments. Copies of the budgets shall be furnished to each member.

On or before the first day of each month of the fiscal year covered by such estimated annual budgets, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the total amount designated in the annual operating and capital budgets as membership assessments. In all cases, each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the Common Elements.

Until the final annual budgets for a fiscal year are sent to each member by the Board of Directors, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budgets.

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**Section 7.4** If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies provided in the Condominium Act, the Prior Act, the Declaration, or this Code of Regulations, or which are otherwise available at law or in equity for the collection of all unpaid assessments.

Any assessment not paid within fifteen (15) days of its due date shall accrue a late charge in the amount of twenty-five dollars (\$25.00) or such other amount as the Board of Directors may establish from time to time in addition to interest at the rate of fifteen percent (15%) per annum or such other rate as the Board of Directors may establish from time to time.

In any suit or proceeding to collect any unpaid assessment, there shall be added to the amounts of the unpaid assessment and the late charge and interest thereon as provided above, the costs of said suit or proceeding including reasonable attorney's fees and other expenses. The amount of the unpaid assessment, late charge, interest, costs, expenses, and fees as above provided shall constitute a lien on the member's Unit and the interest of the member in the Property.

**Section 7.5** If at any time during the course of any fiscal year the Board of Directors shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either costs and expenses or income, the Board shall prepare and cause to be delivered to the members a revised estimated annual operating and/or capital budget for the balance of such fiscal year and thereafter, monthly assessments shall be determined and paid on the basis of such revision.

**Section 7.6** At any time at the request of the Board of Directors, each unit owner shall deposit with the Association an amount equal to two times the monthly assessment relating to such owner's unit. Such amount shall be held, together with the amounts similarly deposited by the other unit owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board of Directors may deem necessary.

**Section 7.7** To the extent that, from time to time, the operating reserve or the capital reserve may be depleted, or in the judgment of the Board of Directors, may be inadequate, the Board of Directors may increase such reserve by an assessment to the members in the proportion of their ownership interest in the Common Elements. The operating reserve and the capital reserve on hand from time to time shall be deemed part of the Common Elements.

### ARTICLE 8

#### **Use and Occupancy Restrictions**

**Section 8.1** No unit shall be used for any other purpose than as a private dwelling for the member and his immediate family, or by a person and such person's immediate family to whom the member shall have leased his unit subject to all the provisions of this Code of Regulations and the Declaration, except garage space units which shall be used only for the purpose of parking spaces for the accommodation of the automobiles of apartment unit owners and lessees of apartment unit owners. Garage units may not be sold to persons other than unit apartment owners without first being offered for sale to the Association for a price equal to Seventy-five percent (75%) of the then assessed market value for real estate tax purposes of said garage unit. This Section shall apply to sales, leases, lease renewals, or other transfers of interests in garage units occurring subsequent to April 17, 1989. If an apartment unit owner sells his apartment but does not sell any or all of his or her garage unit(s), said apartment owner must offer the garage units to the Association within thirty (30) days of the sale of the apartment for the price mentioned above.

No member nor a lessee of any member 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, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

**Section 8.2** Each member shall maintain his own unit in good condition, order and repair at his own expense. No unit owner shall display, hang, store, or use any signs or articles whatsoever on his balcony or outside his unit other than such draperies, curtains, or shades as may be permitted in accordance with the rules and regulations established by the Board of Directors. No member may paint, decorate, or otherwise alter or modify in any way the outside of his unit, or install outside of his unit any canopy, awning, covering, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Board of Directors. At least 80% of the floor space in each room (excluding kitchens, bathrooms, and hallways) of every unit shall be covered with carpeting or rugs.

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**Section 8.3** If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the Common Elements or to a unit or units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association. Maintenance, repairs, and replacements to the Common Elements or the units shall be subject to the rules and regulations of the Association.

**Section 8.4** Each member shall comply with the rules and regulations regarding use and occupancy as shall be adopted from time to time by the Board of Directors.

**Section 8.5** All leases of apartment units shall include a rider, in such form as may be recommended by the Association's legal counsel and approved by the Board of Directors, giving the Association the rights (a) to enforce against the tenant the Declaration, the Code of Regulations, and the rules and regulations referred to in Section 5.2 e, and (b) to the extent of the rents payable under the lease, to require the tenant to pay any assessments, charges, or fees payable by the landlord to the Association during the term of the lease which the landlord fails to pay. All leases of apartment units shall be for a term of not less than twelve (12) months except in cases where the Board of Directors specifically approves a shorter term. No lease of an apartment unit shall be effective until a copy of such lease, including the rider required by this Section, signed by both landlord and tenant, has been delivered to, and approved by, the Board of Directors. The Board of Directors may refuse to approve such lease if it fails to comply with the requirements of this Section.

### ARTICLE 9 Indemnification

**Section 9.1** The Corporation shall reimburse or indemnify each director, officer, and employee of the Association (and of another corporation or association which he served at the request of the Association) for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding (whether brought by or in the name of this Association or such other corporation or association or otherwise), civil, criminal, administrative, or investigative (hereinafter called "action"), in which he may become involved as a party or otherwise by reason of his being or having been such director, officer, or employee, or by reason of any action taken or not taken in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of this Code of Regulations, provided that (1) in respect of any action by or in the right of the Association or such other corporation or association, such person was not finally adjudged to be liable to the Association or such other corporation or association, and (2) in respect of all actions such person acted in good faith in what he reasonably believed to be in, or not opposed to, the best interests of this Association or such other corporation or association and in addition in any criminal action had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or 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 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, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

With respect to any Proceeding (hereafter defined) filed on or after January 27, 1989, and to the extent that Pennsylvania law does not interdict its application to any breach of performance of duty or any failure of performance of duty occurring prior to January 27, 1989, the Association shall, to the extent that a determination of entitlement is made pursuant to, or to the extent that entitlement to indemnification is otherwise accorded by, this Article, indemnify every person who was or is a director or the Association (hereinafter referred to as the "Indemnitee") who was or is involved in any manner (including, without limitation, as a party or a witness), or is threatened to be made so involved, in any threatened, pending or completed investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including without limitation, any investigation, claims, action, suit or proceeding by or in the right of the Association) by reason of the fact that the Indemnitee is or was a director of the Association, or is or was serving at the request of the Association as a director, officer, or employee of another corporation or association (such investigation, claim, action, suit or proceeding hereinabove and hereinafter being referred to as a "Proceeding"), against any expenses and any liability actually and in good faith paid or incurred by such person in connection with such Proceeding; Provided, that indemnification may be made with respect to a Proceeding brought by an Indemnitee against the Association only as provided in the next sentence of this section 9.1. Indemnification may be made under this Article for expenses incurred in connection with any Proceeding brought by an Indemnitee against the Association only if (1) the Proceeding is a claim for indemnification under this Article or otherwise, (2) the Indemnitee is successful in whole or in part in the Proceeding for which expenses are claimed, or (3) the indemnification for expenses is included in a settlement of, or is awarded by a court in, a Proceeding to which the Association is a party.

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As used herein, the term "expenses" includes fees and expenses of counsel selected by the Indemnitee and the term "liability" includes amounts of judgments, fines, excise taxes, penalties, and amounts paid in settlement.

**Section 9.2** Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 9.1, either (1) by the Board of Directors, acting by a quorum consisting of two or more directors of the Association other than those involved in the action, or (2) if there are not at least two directors then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

**Section 9.3** Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

**Section 9.4** The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his death, shall extend to his legal representative.

**Section 9.5** The Association shall have the power to 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, association, 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.

**ARTICLE 10**  
**Amendments**

**Section 10.1** The Code of Regulations may be amended or modified at anytime, or from time to time, by the vote of members owning a majority of the total ownership interest in the Common Elements except in cases where an applicable provision of the Declaration, the Code of Regulations, or a statute expressly requires a different vote.

**Section 10.2** Any two (2) members of the Board of Directors of the Association may sign, certify, and record amendments to the Declaration or Code of Regulations on behalf of the Association.

**WE** the undersigned members of the Board of Directors of the Association, hereby certify that the foregoing Amended and Restated Code of Regulations and By-laws of the Association were duly adopted at a special meeting of the members of the Association duly called and held for that purpose on \_\_\_\_\_, 1998, and we hereby request that they be duly recorded as such.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director



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**COMMONWEALTH OF PENNSYLVANIA**                    )  
                                                                  )  
**COUNTY OF ALLEGHENY**                        )                    SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, the undersigned Notary Public in and for said Commonwealth and County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ of the County of Allegheny and Commonwealth of Pennsylvania, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: