

BEACON HILL GARDENS CONDOMINIUM
RULES AND REGULATIONS

**BEACON HILL GARDENS CONDOMINIUM
RULES AND REGULATIONS
Revised September 12, 1995**

The Condominium Rules and Regulations hereinafter enumerated shall be deemed in effect until amendment by the Executive Board and shall apply to and be binding upon all present and future unit owners, mortgagees, lessees and occupants of the Units and Common Elements and their agents, employees, invitees and any other person or entity who or which may use the same. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said Rules and Regulations are as follows:

1. The sidewalks, entrances, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, tables, toys or any other object of a similar or dissimilar type and nature be stored therein. However, one 12 by 18 inch bench may be placed on the wall between the two doors provided all six residents in the building agree to the design and placement thereof. In addition, one picture may be placed on the wall between the two unit doors provided it is no larger than 36 by 48 inches and all six residents in the building agree to it.
2. The personal property of all unit owners shall be stored within their Condominium Units.
3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies or patios, or on the staircase landings, nor shall any linens, rags, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
4. Refuse and garbage shall be deposited in plastic trash bags and placed in the designated refuse removal containers.
5. Employees of the Board shall not be used to perform any function or service except that for which they are so employed.
6. No unit owner shall make or permit any disturbing noises in the Building by himself, his family, servants, employees, agents, visitors, licensees and tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owners shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television set, radio or sound amplifier, in his Unit in such manner as to disturb or annoy other occupants of the Building. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time in such a manner as to disturb or annoy the occupants of the Building.
7. No radio or television aerial, antenna or wiring shall be installed without the written consent of the Board. The Board may remove, without notice to the unit owner, any aerial antenna or wiring erected or installed without the written consent of the Board. The unit owner, for whose benefit the installation was made, will be liable for the total cost of removal of such aerial, antenna or wiring.
8. Except as otherwise permitted in the Declaration and Code, no sign, advertisement, notice or

other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property, or in, on or upon any part of a Unit by any unit owner or occupant except for one "for sale" sign not to exceed the size that the real offices use.

9. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building. No clothes or other property shall be dried in or from any window, terrace or balcony. Nothing shall be placed on or in or projected from the exterior doors, unit entrance doors, windows or window sills, including, without limitation, awnings, air conditioners, ventilators or fans, without the written consent of the Board.

10. No yard or garage sales are permitted.

11. All draperies, curtains or shades must be white or have a white backing or lining such that only white material is visible from the exterior of all units. The Board may require the removal of any interior blinds, shades, screens, decorative panels, window or door coverings attached to or hung, or used in connection with any window or door in a unit, in such manner as to be visible to the outside of the Building, if the same, in the sole discretion of Board, are offensive or inappropriate in appearance.

12. No nuisances shall be allowed upon the Property nor any use or practice which is the source of nuisances to occupants or which interferes with the peaceful possession and proper use of the Property by its residents. No unit owner shall permit any use of his Unit or make any use of the Common Elements which will increase the rate of insurance upon any part of the Property.

13. No unlawful use shall be made of the Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the Property shall be the same as the responsibility for maintenance and repair of the property concerned.

14. Only normal household pets will be permitted in the Condominium Units. The size of any pet will be restricted to 25 pounds or less when fully grown. In no event shall any pet be permitted in any outside area to run freely and must be leashed and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the common elements or limited common elements. No dog house or other pet shelters shall be permitted on any portion of the common elements or limited common elements. All pets must be properly licensed and vaccinated. No owner shall permit his animal to disturb any other unit owner. If the pet becomes a nuisance to any of the unit owners, then upon written application to the Board if a majority of the Executive Board shall so vote, the Executive Board shall order the permanent removal of the pet from the building, and the owner of said pet shall permanently remove said pet from the building within fifteen (15) days after receipt of such order. Effective January 1, 1993, no owner is permitted to rent his or her unit to anyone with a pet.

15. All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

16. Drains, water closets, baths, showers and the like shall not be used for any purpose other than that for which designed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. The cost of repairing any damage to the Building resulting from any such misuse shall be borne by the unit owner of the Unit where the misuse occurred.

17. No unit owner shall bring or shall permit or suffer to be brought into or kept in a Unit any highly flammable or combustible, or any explosive or otherwise extra-hazardous, fluid, material, chemical or substance except those in common use for ordinary household purposes.

18. Any complaints regarding the maintenance and condition of the Common Elements or the actions of the Board or its officers, agents, employees or independent contractors, or of any other unit owner or any members of his family, guests, employees or independent contractors, shall be made in writing to the Board or the Manager which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action is taken by the unit owner.

19. A key must be provided to the maintenance office for entry in the event of an emergency. The failure to do so places the owner of the unit fully liable for any and all damage done while trying to enter the unit to end the emergency.

20. Any consent or approval given by the Board or the Manager under these rules may be revoked or modified at any time.

21. Rules concerning the use of the Community recreational facility will be promulgated by the Beacon Hill Recreation Association and distributed to all unit owners. These rules and hours of operation must be observed by all unit owners, unit occupants, and guests.

22. Each unit owner shall be responsible for his own insurance on the contents of his unit, his additions and improvements thereto, including decorating and furnishing thereof, and all of his personal property therein and his personal property stored elsewhere on the Property. In addition, each unit owner will be personally liable for damages to the extent coverage is not provided by the liability insurance for all of the unit owners obtained as part of the common expenses as herein provided.

23. The parking areas situated in front of the Condominium buildings are restricted to two automobiles per Unit which are currently licensed, inspected and in operating condition. Commercial trucks, trailers, vans, motorcycles and recreational vehicles are limited to one per Unit and may only be parked in the parking areas situated on the sides of the Condominium buildings provided that they do not take up more than one parking space. No repairs, except minor repairs taking less than 24 hours, may be made to automobiles in any of the parking areas and no repairs whatsoever shall be performed to automobiles in parking lots situated in front of any Condominium building.

24. If any member shall willfully violate any of the provisions of the Code of Regulations or Rules and Regulations, the Executive Board may provide the member with a written five (5) day notice to cease such violation. If the member should fail to comply with the terms of the notice the Executive Board may levy a reasonable fine beginning on the sixth (6) day of the notice and continuing until such time as member complies with the section of the Code of Regulations or Rules and Regulations violated. Any fine levied hereunder shall constitute a lien against the member's unit as provided in Section 3315 of the Act. The daily fine may not exceed 1/12th of the annual assessment. Any such lien against a Condominium Unit shall be subordinate to any recorded first mortgage.

25. All alleged violation of the Rules and Regulation must be in writing and must include the following:

- (1) the nature of the violation;

(2) the date and approximate time of the violation;
(3) the approximate location of the violation;
(4) the name and/or Unit address of the offending party;
(5) the name and Unit address of the person reporting the violation;
(6) a statement that the person actually observed the violation; and
(7) any other information that may aid the Executive Board (Board) in resolving the violation.

A. Upon receipt of two (2) notices or letters containing the required information in the Section above, the Board shall authorize the mailing of a warning letter describing the violation, demanding that any such violation cease, and, if appropriate, that any common areas damaged by the violation be restored.

B. If the violating party does not comply with the warning letter, or, if the violation endangers residents, Common Elements or, in any case, if the Board determines that a warning letter would be effective, then the Board or its authorized representative will send a written notice to the offending party stating the following:

(1) A description of the nature, time and place and the violation.
(2) A demand that the violation cease and that any damage to the Common Elements be restored.

(3) A statement that, if the violation does not cease within ten (10) days of the date of the letter, that a fine in the amount of \$50.00 shall be imposed upon the offending party.

(4) A statement that if the offender wishes to appeal such fine, he must contact the Board in writing, within ten (10) days from the date of the letter, requesting, requesting a hearing at the next Board meeting.

(5) A warning that, if the violation is of a "continuing" nature, and continues past such ten (10) day period, then an additional \$50.00 fine will be imposed on the eleventh (11th) day, and fines of \$10.00 per day thereafter will be imposed, until the violation has been cured, or, if the violation is of a "reoccurring" nature and constitutes a specific incidence or occurrence as opposed to a continuing condition, a warning that, if the violation occurs again, that an additional \$50.00 fine will be imposed for each time the violation occurs.

(6)) That the damage caused by any violation will be assessed against the offending party, and that attorneys' fees may be assessed.

C. In the event the offending party requests a hearing before the Board, the Board will stay the imposition of any fine until the Board disposes of the case; however, the fine will be reinstated in the full amount which would have accrued since the date of the initial imposition of the fine in the event the Board determines that the violation did, in fact, occur.

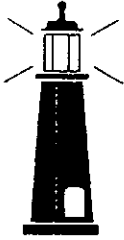
D. At such time as the level of fines against the offending party reaches \$500.00, and has not been paid and/or the violation is continuing, the case will be turned over to the attorney for the Condominium Association for collection and/or to procure a court order to enforce the Rule and Regulation.

E. If the violation has ceased, but the fine has not been paid within thirty (30) days of imposition, regardless of amount, the case will be turned over to the attorney for the Condominium Association for collection.

F. If there is any damage to Common Elements, the damage will be assessed against the offending party. The (10) days before the Board assesses such cost, the Board shall notify the offending

party in writing stating the amount of such cost and the violation which caused the damage. The offending party will have thirty (30) days from the date of such notice to appeal to the Board and request a hearing at the next Board meeting.

G. If, at any hearing the Board rules in favor of the Unit Owner/Resident, the occurrence shall be removed from the file and not be held, in the future, as a violation under this policy and all fines will be waived.



Beacon Hill Gardens Condominium Association
37 McMurray Road, Suite 2102, Upper St. Clair, PA 15241-1632
Telephone: 412-833-2555 Fax: 412-833-3050

November 10, 2008

Dear Beacon Hill Gardens Unit Owner:

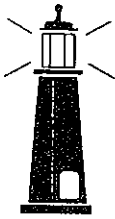
On September 25, 2008, the Beacon Hill Gardens Condominium Association Board adopted Policy Resolution 9-25-08, a copy of which is enclosed.

Policy Resolution 9-25-08 establishes a Capital Improvement Assessment Policy in accordance with the Pennsylvania Uniform Condominium Act 68PA C.S.A., Section 3302(a)(12). This requires the payment of a Capital Improvement fee of \$500.00 from a new buyer or transferee upon the purchase of a unit within Beacon Hill Gardens Condominium Association at the time of the closing effective January 1, 2009. This will apply to any unit offered for sale after December 31, 2008. This Capital Improvement Fee is in addition to, and shall not replace, any and all other assessments paid by unit owners to the Association.

Please take a moment to become familiar with this new Policy Resolution. It should be placed with your Rules and Regulations.

Very truly yours,

**BEACON HILL GARDENS
CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS**



Beacon Hill Gardens Condominium Association

POLICY RESOLUTION 9-25-08
BEACON HILL GARDENS CONDOMINIUM ASSOCIATION
CAPITAL IMPROVEMENT ASSESSMENT POLICY

WHEREAS, the Board of the Beacon Hill Gardens Condominium Association has determined that the Association should fund and maintain a capital account to be used for new capital improvements, the replacement of existing common elements, and/or improvements to common elements; and

WHEREAS, the Board has determined that this capital account shall be funded by assessing a capital improvement fee to the buyer or transferee of a unit upon the sale or transfer of a unit in accordance with the powers given to the Association by the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Section 3302(a)(12).

NOW THEREFORE, be it resolved as follows:

1. Upon the sale or transfer of a unit, the buyer or transferee shall pay to the Association a capital improvement fee of \$500.00.
2. No capital improvement fee shall be imposed upon any gratuitous transfer of a unit between any spouses, parent and child, siblings, grandparent and grandchild, or on any other transfer of a unit by foreclosure sale or deed in lieu of foreclosure to a secured lending institution.
3. The capital improvement fee must be maintained in a separate capital account and may be expended only for new capital improvements, the replacement of existing common elements, and/or improvements to the common elements, and may not be expended for operation, maintenance, or other purposes.
4. The capital improvement fee shall be subject to the same collection policies and procedures as all other assessments.
5. The capital improvement fee is in addition to and shall not replace, any and all other assessments paid by unit owners to the Association.

This capital improvement assessment policy has been adopted at a meeting of the Board of the Beacon Hill Gardens Condominium Association on the 25th day of September, 2008.

ATTEST

By: Ann Notovitz

Ann Notovitz, Secretary

BEACON HILL GARDENS
CONDOMINIUM ASSOCIATION

By: Dee Rocco

Dee Rocco, President

SENATE BILL 65

THE UNIFORM CONDOMINIUM ACT OF 1980

Section 3407. Resales of units.

Information supplied by unit owner.--In the event of a resale of a unit by a unit owner other than a declarant, the unit owner shall furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations of the association and a certificate containing:

(1) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit.

(2) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner.

(3) A statement of any other fees payable by unit owners.

(4) A statement of any capital expenditures proposed by the association for the current and two next succeeding fiscal years.

(5) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified project.

(6) The most recent regularly prepared balance sheet and income and expense statement, if any, of the association.

(7) The current operating budget of the association.

(8) A statement of any judgments against the association and the status of any pending suits to which the association is a party.

(9) A statement describing any insurance coverage provided for the benefit of unit owners.

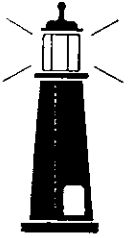
(10) A statement as to whether the executive board has knowledge that any alterations or improvements to the unit or to the limited common elements assigned thereto violate any provision of the declaration.

(11) A statement as to whether the executive board has knowledge of any violations of the health or building codes with respect to the unit, the limited common elements assigned thereto or any other portion of the condominium.

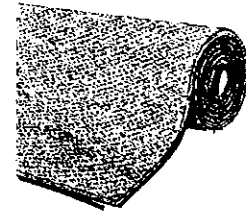
(12) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.

(b) Information supplied by association.--The association, within ten days after a request by a unit owner, shall furnish a certificate containing the information necessary to enable the unit owner to comply with this section. A unit owner providing a certificate pursuant to subsection (a) is not liable to the purchaser for any erroneous information provided by the association and included in the certificate.







(c) Liability for error or inaction by association.--A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate in a timely manner but the purchase contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever first occurs.



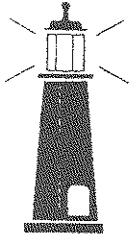
Beacon Hill Gardens Condominium Association
37 McMurray Road, Suite 2102, Upper St. Clair, PA 15241-1632
Telephone: 412-833-2555 Fax: 412-833-3050



PLEASE REMEMBER...

-  **Dumpsters are for the exclusive use of the residents of the Garden Buildings.**
-  Please put all garbage in bags before placing in the dumpsters.
-  All boxes should be broken down before being disposed of.
-  Large items such as carpeting should not be placed in the dumpster area until the evening before trash pick-up.
-  We encourage you to have your contractor dispose of carpeting, mattresses, etc. at a location off site.
-  If you must place carpeting in the dumpster, please roll it up and tie it.

THANK YOU FOR YOUR COOPERATION IN THIS MATTER!



Beacon Hill Gardens Condominium Association
37 McMurray Road, Suite 2102, Upper St. Clair, PA 15241-1632
Telephone: 412-833-2555 Fax: 412-833-3050

October 24, 2012

Dear Beacon Hill Gardens Unit Owner:

On June 28, 2012 the Beacon Hill Gardens Condominium Association Board of Directors adopted Policy Resolution 6-28-12, a copy of which is enclosed.

Policy Resolution 6-28-12 establishes a policy for smoking on the common elements. Please note that smoking is prohibited at all times on all enclosed common elements including hallways and stairwells.

This Policy Resolution is effective January 1, 2013. If you have a tenant residing in your unit, be sure to provide a copy to them for their information.

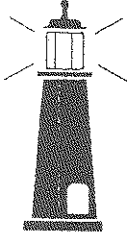
Please take a moment to become familiar with this new Policy Resolution. It should be placed with your Rules and Regulations.

Very truly yours,

**BEACON HILL GARDENS
CONDOMINIUM ASSOCIATION**

A handwritten signature in black ink that reads "Scott Bright". The signature is written in a cursive, flowing style.

Scott Bright
Community Manager



Beacon Hill Gardens Condominium Association
37 McMurray Road, Suite 2102, Upper St. Clair, PA 15241-1632
Telephone: 412-833-2555 Fax: 412-833-3050

POLICY RESOLUTION 6-28-12
BEACON HILL GARDENS CONDOMINIUM ASSOCIATION
POLICY REGARDING SMOKING

WHEREAS, Article VII, Section 6 (d) of the Code of Regulations of the Beacon Hill Gardens Condominium Association grants the Board the powers and duties to promulgate such rules and regulations concerning the operation and use of the Property, the Common Elements or any part thereof as may be consistent with the Declaration and the Code of Regulations;

WHEREAS, Article VII, Section 6(e) of the Code of Regulations of the Beacon Hill Gardens Condominium Association grants the Board the powers and duties to provide for the maintenance, repair and replacement of the Common Elements;

WHEREAS, it is the intent of the Board that this Resolution be applicable to all owners, tenants, guests, invitees or others entering upon the common elements and into the units and that this Policy Resolution shall remain in effect until otherwise rescinded or amended by a majority of the Board; and

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following resolution regarding smoking at Beacon Hill Gardens Condominium Association.

1. Smoking shall be prohibited at all times on all of the enclosed common elements including hallways and stairwells.
2. Smoking shall be permitted on open common elements including outdoor walkways, parking lots and lawn areas.
3. Smoking shall be permitted in units, but unit owners and residents are encouraged to smoke with the windows or balcony doors cracked or open in order to minimize the second hand smoke effect on neighboring unit owners. Unit owners and residents who smoke in their units are also encouraged to use air filtering devices to minimize the impact of smoke emanating from and individual unit.
4. Lighted and/or unlighted tobacco products shall be disposed of properly in the proper waste receptacles. They shall not be thrown from balcony or patio areas. They shall not be deposited on open common elements including outdoor walkways, parking lots and lawn areas. Neither lighted nor unlighted tobacco products shall be left unattended in any manner.

This policy resolution has been adopted at a meeting of the Board of the Beacon Hill Gardens Condominium Association on the 28th day of June 2012.

ATTEST

By: Ann Notovitz

Ann Notovitz, Secretary

BEACON HILL GARDENS
CONDOMINIUM ASSOCIATION

By: Ann Gould

Ann Gould, President