

BEACON HILL TOWNHOUSE CONDOMINIUM
CODE OF REGULATIONS

CODE OF REGULATIONS FOR
BEACON HILL TOWNHOUSE CONDOMINIUM ASSOCIATION
A TOWNHOUSE CONDOMINIUM

ARTICLE I
Name and Location

The name of this Condominium Association is BEACON HILL TOWNHOUSE CONDOMINIUM ASSOCIATION (hereinafter called the "Association"). Its principal office is located in the Borough of Wilkinsburg, Allegheny County, Pennsylvania.

ARTICLE II
Definitions

Unless the context clearly indicates otherwise, the words and phrases used in this Code of Regulations have the same meaning as the identical words and phrases have in the Declaration of Condominium, recorded with respect to the Property known as Beacon Hill Townhouse Condominium.

ARTICLE III
Purpose

The purpose of the Association is to act on behalf of its members as their governing body with respect to the administration maintenance, repair and replacement of certain Property which has been submitted to the Unit Property Act of Pennsylvania (hereinafter called the "Act"). The Association is to be operated on a non-profit basis.

ARTICLE IV
Identification of the Property

The Property involved herewith has been submitted to the provisions of the Act by the recording of a Declaration of Condominium and a Declaration Plan in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania. The Property is described on the Declaration Plan as Beacon Hill Townhouse Condominium, and is also legally described in Exhibit "A-1" attached hereto. The provisions of the Code shall automatically become applicable to property which may be added to the Condominium set forth in Exhibits A-2, A-3, A-4 and A5, upon the recording of an amendment to the Declaration submitting such additional property to the Provisions of the Act.

ARTICLE V
Membership

Section 1. The members shall consist of all of the Unit Owners of the Property in accordance with the respective percentages of ownership of the said Unit Owners in the Common Elements of the Property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration.

Section 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, 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 VI Meetings

Section 1. Meetings of the membership shall be held at the Property or at such other place in Allegheny County, as may be specified in the Notice of the Meeting.

Section 2. Within one year after deeds of conveyance representing 80% or more in common ownership shall have been recorded, or by January 1, 1984, whichever event first occurs, the Declarant shall notify all Unit Owners thereof, and the first annual meeting of the Unit Owners shall be held within thirty (30) days thereafter on call of any member of the Council. Thereafter, an annual meeting of the members shall be held each year on the second Monday of the month of January, or in the event that day is a legal holiday, on the first day thereafter which is not a legal holiday in each succeeding year. At such meeting there shall be elected by ballot of the members a Council in accordance with the provisions of Article VII of this Code of Regulations. The members shall also transact such other business as may properly come before them.

Section 3. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Council or upon a petition signed by the owners of twenty (20%) percent of the ownership interest in the Common Elements, or when requested by HUD. The notice of any Special Meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless with the consent of four-fifths (4/5) of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his or her failure or neglect, then any officer or member, to mail by United States Mail, a notice of each annual or special meeting, stating the purpose, the time and place thereof to each member of record.

Section 5. The presence, either in person or by proxy, of the owners of at least thirty (30%) percent of the ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. If at any meeting of 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 7. The aggregate number of votes for all Unit Owners shall be 100, and each Unit Owner shall have the same vote that ownership in the Common Elements represents. If any Unit Owner consists of more than one (1) person, the voting rights for each Unit Owner shall not be divided but shall be exercised only as a unit. The Declarant, as described in the Declaration, may exercise the voting rights with respect to any Units, title to which is in the Declarant.

Unless by express provision of the Act or of this Code of Regulations or of the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote of those present.

Section 8. The vote of any corporate, 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 its proxy. An individual member may appoint only his or her spouse or another member as a proxy. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time that proxies are called for.

Section 9. In the event the Declarant duly amends the Declaration as to cause the Condominium to be enlarged by the addition of the Phases set forth in Exhibits A-2, A-3, A-4, and A-5 of the Declaration, Units in said additional Phases shall be entitled to vote and shall be chargeable with their share of common charges, from and after the date of conveyance of the first Unit in such Phases.

ARTICLE VII Council

Section 1. The First Council shall consist of those persons named in the Declaration until one (1) year after deeds of conveyance have been recorded conveying 80% in common interest or by January 1, 1984, whichever event first occurs, as provided above in Article VI, Sections 2 and 7, and thereafter until their successors have been elected by the Unit Owners. Thereafter, the Council shall be composed of 7 persons and each Council member shall be a Unit Owner or the spouse of a Unit Owner; or if a Unit Owner shall be a corporation, partnership, or trust, then an officer, partner, or beneficiary of such Unit Owner.

Section 2. The Council 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 may do all such acts and things provided by the 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 Council 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 engagements and the compensation and authority of such manager or managing agent, subject to any such contract previously entered into by the Declarant; (d) 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 this Code of Regulations; (e) to provide for the maintenance, repair, and replacement of the Common Elements; (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners of their respective shares of the expenses or estimated expenses as hereinafter provided; and (g) to select one insurance company to write all fire, liability and casualty insurance for the Condominium Owners and Condominium Association.

Section 3. At the first annual meeting of members, the term of office for 3 Council members shall be fixed for three (3) years; the term of office for 2 Council members shall be fixed for two (2) years; and the term of office of 2 Council members shall be fixed at one (1) year. The Council members who receive the most votes at the first annual meeting shall receive the three-year term of office; the next higher number of votes, the two-year term of office; and the balance the one-year term of office. At the expiration of the initial term of office of each respective Council member, his successor shall be elected to serve a term of 3 years. The Council members shall hold office until their successors have been elected and qualified. If the number of Council members shall be increased, the terms of such additional Council members shall be fixed so that the terms of at least one-third (1/3) of the persons on the Council shall expire annually.

Section 4. Vacancies of Council members caused by any reason, including the failure of a member to continue to meet the qualification of office, shall be filled by election by the members at the next annual meeting or at a special meeting called for such purpose. The failure of a Council member to appear at three successive Council meetings, shall at the option of the majority of Council members then voting be deemed to have vacated his or her office.

Section 5. Annual meeting of the Council shall be held at the call of a majority of the Council members until the first annual meeting of the members and, thereafter, such meeting shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Council may be called by the President or a majority of the Council members on three (3) days' notice to each Council member by mail or telegraph. Council may waive notice of a meeting or consent to or take any action without a formal meeting.

Section 6. At all meetings of the Council, a majority of the Council members shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

Section 7. Any Council member may be removed from office by the vote of members owning a majority of the ownership interest in the Common Elements, at special or regular meetings.

Council members shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

Section 8. The Council shall have no authority to approve or authorize any capital expenditure in excess of Five Thousand (\$5,000.00) Dollars nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval of

three-fourths (3/4) of the Unit Owners. The capital expenditure set forth herein shall be subject to "Cost of Living" adjustments from time to time proportionate to increases in the Consumer Price Index for all items in the City of Pittsburgh.

ARTICLE VIII Officers

Section 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 Council may deem appropriate, which officers shall be elected at the first meeting of the Council and shall hold office until the next annual meeting of the Council and their successors are elected and qualify.

Section 2. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Council, either with or without cause, and any vacancy in any office may be filled by the Council at any meeting thereof.

Section 3. Each respective officer of the Association shall be members of Council and shall have such powers and duties as are usually vested in such office of a non-profit association, including but not limited as follows: (a) The President shall be a member of Council and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and of the Council; (b) The Vice-President 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 Council and shall have custody of the Association Seal, if any, and have charge of the membership transfer books and such other records, books, papers and documents of the Association as the Council may prescribe; (d) The Treasurer shall be responsible for the Association 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 4. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted, bearing the approval of those Unit Owners holding not less than a majority of the interest in the Common Elements.

ARTICLE IX Fiscal Management

Section 1. The fiscal year of the Association shall begin on the first day of January each year, except the first fiscal year of the Association shall begin at the date of the recording of this Code of Regulations. The commencement date of the fiscal year herein established shall be subject to change by the Council.

Section 2. (a) With respect to each fiscal year, and within ninety (90) days from the commencement thereof, the Council shall cause an estimated annual budget to be prepared based on its estimations of annual expenses. The Council shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following

items: (I) management and administration expenses; (ii) the estimated cost of repairs, maintenance, and replacements of Common Elements; (iii) the cost of such utilities as may be furnished by the Association; (iv) the amount of such reserves as may be reasonably established by the Council, including general operating reserves, reserves for contingencies, and reserves for replacements; (v) such other expenses of the Association as may be approved by the Council including operating deficiencies, if any, for prior periods.

(b) The Council 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, 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.

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

(d) Until the annual budget for a fiscal year is sent to each member of the Council, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

(e) If any member shall fail or refuse to make payment of his proportionate share of the Common Expenses including provision for reserves when due, the amount thereof together with interest thereon as provided by law shall constitute a lien on the interest of such member in the Property. The Association and the Council shall have the authority to exercise and enforce any and all rights and remedies provided in the Act, the Declaration, the Declaration of Covenants, Conditions and Restrictions or this Code of Regulations, or are otherwise available at law or in equity for the collection of all unpaid assessments. The lien referred to herein shall be junior in lien to any lien of any permitted mortgage, as the same is defined in the Declaration.

Section 3. If at any time during the course of any fiscal year the Council shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Council shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and, thereafter, monthly assessments shall be determined and paid on the basis of such revision.

Section 4. With respect to any Units which have not been sold by the Declarant for a period of sixty (60) days after they are completed and which the Declarant continues to own, the Declarant shall pay to the Association a monthly assessment with respect to any Units owned by the Declarant determined in the same manner as the monthly assessment is determined for all other Unit Owners, provided that, in no event shall the Declarant be required to pay an amount in excess of the aggregate of the assessments established with respect to those Units owned by the Declarant. The amount of any such assessments shall be

due and payable in accordance with the terms hereof and the Code of Regulations, as same apply to all other Condominium Unit Owners.

Anything herein or in the Declaration to the contrary notwithstanding, the Declarant shall have the right to utilize any Units owned by the Declarant as models or general or sales offices for sale and promotion purposes including the sale and promotion of property or projects other than the Property and shall have the right to utilize the Common Elements for such purposes and in such manner as the Declarant may reasonably require.

ARTICLE X Use Restrictions

Section 1. Except as herein provided with respect to the uses permitted by the Declarant, no Unit shall be used for any other purpose than as a private dwelling for the member and his family, or by a person and such person's family to whom the member shall have leased his Unit subject to all the provisions of this Code of Regulations and the Declaration. The respective condominium units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the condominium unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. 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 permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

Section 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 outside his Unit other than such draperies, curtains or shades as may be permitted in accordance with the rules and regulations established by the Council. 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 Council.

Section 3. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Council. No articles of personal property belonging to any Unit Owners shall be stored in any portion of the Common Elements without the prior written consent of Council.

Section 4. No member shall overload the electrical wiring or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Council, any unreasonable disturbance.

Section 5. The Council may adopt such rules and regulations concerning use, occupancy or other matters as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

Section 6. The violation of any rule or regulation adopted by the Council or any provision of the Declaration shall give the Council or any duly constituted management acting on behalf of the Council the right, in addition to any other rights:

(a) To enter the Unit in which, or as to which, such violation or breach exists upon the giving of forty-eight (48) hours written notice, unless in case of an emergency originating in, or threatening any Unit, such written notice shall not be deemed necessary, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass.

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(c) To levy as an assessment or charge as a Common Expense pursuant to Section 702 of the Unit Property Act against any Unit Owner an amount equal to damages sustained plus costs of suit and reasonable attorney's fees by virtue of such Unit Owner's violation of the intent and meaning of the provisions of the rules and regulations promulgated hereunder or that of guests or tenants under his control upon finding thereof by Council.

(d) If the Council or the Beacon Hill Recreation Association has adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon violates those rules and regulations, Council or the Beacon Hill Recreation Association may, in their discretion, suspend such use of any such person for violation of such rules and regulations for a period not to exceed sixty (60) days.

Section 7. Council shall maintain, repair and replace all of the Common Areas and those elements within the Units as required by the Declaration and in the event that such maintenance, repair or replacement was caused by the negligence or misuse of a Unit Owner, such expense shall be charged to such Unit Owner. Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit, except the portions thereof to be maintained, repaired and replaced by the Association. Each Unit Owner shall be responsible for consequential damages to any other Unit or to the Common Areas caused intentionally, negligently, or by his failure to properly maintain, repair or make replacements to his Unit.

ARTICLE XI Indemnification

Section 1. The Association shall reimburse or indemnify each Council member, officer, and employee of the Association (and of any other 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 whatsoever (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 Council member, 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 (a) in respect of any action by or in the right of the Association or such other association, such person was not negligent or guilty of misconduct to the Association or such other corporation, and (b) in respect to all other actions such person acted in good faith in what he reasonably believed to be in the best interest 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 improper or 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.

Section 2. As used in this Code of Regulations the term "liabilities and expenses" shall include but not be limited to counsel fees and expenses and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by a director, officer, or employee, but shall not include amounts paid to this Association itself (or to such other corporation or association) unless approved by a Court.

Section 3. 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 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 1, either (a) by the Council, acting by a quorum consisting of two (2) or more members of the Association other than those involved in the action, or (b) if there are not at least two (2) members 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 4. Expenses incurred with respect to any action that 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 5. 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 representatives.

Section 6. The Association shall purchase and maintain adequate fidelity and indemnity bonds on behalf of any person who is or was a Council member, officer, employee, or agent of the Association, or is or was in any capacity serving the Association or Council at its request or serving at the request of the Association as a Council member, officer, employee, or agent of another 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 Section.

ARTICLE XII Insurance

Section 1. Each Unit Owner as the condition of his purchase of a Unit shall obtain at his expense and at all times maintain insurance against loss, damage to, or destruction of his Unit and the Common Elements appertaining thereto, and such other risks as may be covered under standard extended coverage provisions to the extent of the full replacement cost thereof. Such insurance shall be issued in the name of the Unit Owner and the Beacon Hill Townhouse Condominium Association, as their interests may appear. Proceeds from same shall be distributed to the Unit Owner, Association and Permitted Mortgagee, jointly. The Unit Owner agrees to provide that the insurance company will furnish annually to the Association a Certificate of Insurance evidencing compliance with the provisions hereof and provide 30 days advance notice to the Association prior to cancellation for any cause.

Should the Condominium Association be given notice of cancellation for any cause, the Association will act to properly insure the Unit as required by these Regulations and the cost of said insurance shall constitute a lien on the interest of said Owner of the Property.

Section 2. Liability Insurance. The Association shall obtain and at all times maintain comprehensive public liability insurance insuring BEACON HILL TOWNHOUSE CONDOMINIUM, the Unit Owners, each member of Council and the Officers thereof against liability to other persons or entities, or to the Unit Owners, their tenants, families, guests and invitees, in any way relating to or arising from the ownership or use of the Common Elements. Limits of liability under such insurance shall be at least \$500,000.00 for each person injured or killed in a single occurrence, at least \$1,000,000.00 for any injuries or death sustained by two or more persons in a single occurrence and at least \$50,000.00 for property damage resulting from each occurrence.

Section 3. Director's and Officer's Liability Insurance. The Council shall obtain and at all times maintain directors and officers liability insurance insuring the Officers and Members of Council against personal liability arising in connection with performance of their duties as such.

Section 4. Personal Property Insurance. The Council shall obtain and at all times maintain insurance against loss, damage to or destruction of any personal property owned by the Unit Owners in common and used in connection with the Common Elements arising from fire or such other risks as may be covered under standard extended coverage provisions, to the extent of the full replacement cost thereof, with such deductible as the Council may determine.

Section 5. Unit Owner's Insurance. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, insurance upon his own personal property, and living expense insurance, but all insurance must be obtained from the insurance company approved by Council.

Section 6. Insurance premiums for any insurance coverage required in Section 2, 3 and 4 shall be a common expense to be paid by monthly assessments levied by the Association; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the insurance premiums as such premiums become due.

ARTICLE XIII Damage or Destruction

Section 1. In the event of damage or destruction of any Unit, it shall be promptly repaired and restored by the Unit Owner to substantially the same condition as it existed theretofore by using the proceeds of the insurance held by the Unit Owner, and the Unit Owner directly affected thereby shall be liable for any assessment for any deficiency cost of restoring the Unit. In the event there is more than one (1) Unit which is damaged or destroyed by casualty and a portion of the Common Elements destroyed therewith, Unit Owners directly affected shall be liable for any deficiency in insurance proceeds required for the repair of the Common Elements, per se, directly in proportion to their respective undivided ownership of the Common Elements; provided, however that if there is a substantially total destruction of any building, or of one or more of the buildings, or of seventy-five (75%) percent of the Unit Owners directly affected by any damage or destruction voting as in all other instances shall duly resolve not to proceed with repair or restoration then, in that event, the salvage value of the Building or Buildings shall be subject to partition at the suit of any Unit Owner directly affected thereby. In the event of a partition, the net proceeds of sale, shall be divided among all the Unit Owners or their mortgagees directly affected in proportion to their respective undivided ownership of the Common Elements

Section 2. Other Common Elements. In the event of damage to or destruction of any of the Common Elements other than the Common Elements which are a part of the Building, such as recreation facilities, the Common Elements shall be promptly repaired and restored by the Council to substantially the same condition as existed prior to the damage or destruction by using the proceeds of insurance held by the Council for that purpose, and the Unit Owners shall be liable for any deficiency in funds necessary therefore which shall be charged to them and assessed as a Common Expense, in proportion to the respective undivided ownership in the Common Elements.

ARTICLE XIV Eminent Domain

If all or any part of the Common Elements shall be taken, injured or destroyed by Eminent Domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner shall be entitled to a share of the damages in the same proportion as his individual interest in the Common Elements. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to the damages affecting their respective units.

ARTICLE XV
Amendments

This Code of Regulations may be amended or modified at any time, or from time to time, by the action or approval of the Unit Owners owning a majority of the Common Interest; except that regulations affecting the rights or interests of the Declarant shall not be amended or modified without the written consent of the Declarant. The Unit Owners agree to give notice of any amendment to the Declaration to any Permitted Mortgagee herein.

IN WITNESS WHEREOF, we being all the first members of the Council of BEACON HILL TOWNHOUSE, have hereunto set our hands this 29 day of October, 1980.

ATTEST:

AMORE COMPANIES, INC.

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 29th day of October, 1980, before me, a Notary Public, personally appeared VINCENT A. AMORE, who acknowledged himself to be the President of Amore Companies, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 29th day of October, 1980, before me, a Notary Public, personally appeared ROBERT W. AMORE, who acknowledged himself to be the Secretary of Amore Companies, Inc., a corporation, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

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

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide), said point of beginning being South 10 degrees 06' 30" East, a distance of 145.00 feet along Beacon Hill Drive from the line dividing Lot No's. 3 and 8 in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the easterly side of Beacon Hill Drive South 10 degrees 06' 30" East a

distance of 160.13 feet to a point; thence by same by a curve bearing to the right having a radius of 6025.00 feet through an arc distance of 98.15 feet to a point; thence through Lot No. 8 of said Beacon Hill Plan of Lots North 80 degrees 49' 30" East, a distance of 141.84 feet to a point on the westerly line of Lot No. 35 in the Parkway Court Plan of Lots No. 1 as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 44, pages 60 and 61; thence by the westerly line of said Parkway Court Plan of Lots No. 1, North 06 degrees, 49' 30" West, a distance of 261.01 feet to a point; thence through Lot No. 8 in said Beacon Hill Plan of Lots South 79 degrees 53' 30" West, a distance of 155.97 feet to the point of beginning.

Containing an area of 38,559.34 sq. ft. or 0.885 acre.

Beginning at a point on the westerly side of Beacon Hill Drive (50 feet wide), said point of beginning being the following courses and distances from the point where the dividing line between Lots No.'s 3 and 8 intersects Beacon Hill Drive in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40: By the easterly side of Beacon Hill Drive, South 10 degrees 06' 30" East, a distance of 305.13 feet; South 79 degrees 53' 30" West, a distance of 50.00 feet to the westerly side of Beacon Hill Drive; by the westerly side of Beacon Hill Drive by a curve bearing to the right having a radius of 5975.00 feet through an arc distance of 33.98 feet to the point of beginning; thence from said point of beginning by the westerly side of Beacon Hill Drive the following courses and distances: By a curve bearing to the right having a radius of 5975.00 feet through an arc distance of 63.35 feet to a point; South 09 degrees 10' 30" East, a distance of 203.91 feet to a point; by a curve bearing to the right having a radius of 75.00 feet through an arc distance of 63.97 feet to a point; thence through Lot No. 9 in said Beacon Hill Plan the following courses and distances: North 66 degrees 04' 35" West, a distance of 90.00 feet to a point; North 9 degrees 10' 30" West, a distance of 244.45 feet to a point; North 64 degrees 09' 36" East, a distance of 105.14 feet to the point of beginning.

Containing an area of 28,895.64 sq. ft. or 0.663 acre.

Beginning at a point on the Westerly side of Beacon Hill Drive,(50 feet wide), said point being the following courses and distances from the intersection of the centerline of Beacon Hill Drive with the centerline of Light House Point in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny in Plan Book Volume 112, pages 37 to 40: South 10 degrees 06' 30" East, a distance of 50.00 feet to a point; South 79 degrees 53' 30" West, a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the westerly side of Beacon Hill Drive, South 10 degrees 06' 30" East, a distance of 63.00 feet to a point; thence through Lot No. 7 in said Beacon Hill Plan of Lots the following courses and distances: South 79 degrees 53' 30" West, a distance of 115.00 feet to a point; North 38 degrees 36' 56" West, a distance of 72.55 feet to a point on the easterly side of Light House Point (50 feet wide); thence by the easterly side of Light House Point the following courses and distances: By a curve bearing to the right having a radius of 200.00 feet through an arc distance of 99.51 feet to a point; North 79 degrees 53' 30" East, a distance of 29.17 feet to a point; by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 39.27 feet to the westerly side of Beacon Hill Drive and the point of beginning.

Containing an area of 11,177.35 sq. ft. or 0.257 acre.

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide), at its intersection with the northerly right-of-way line of the Penn-Lincoln Parkway, L.R. 763, as shown in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the easterly side of Beacon Hill Drive the following courses and distances: North 02 degrees 36' 45" West, a distance of 156.19 feet to a point; by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 47.77 feet to a point; by a curve bearing to the left having a radius of 125.00 feet through an arc distance of 113.48 feet to a point; North 54 degrees 50' 30" East, a distance of 78.43 feet to a point; by a curve bearing to the left having a radius of 125.00 feet through an arc distance of 139.66 feet to a point; North 09 degrees 10' 30" West, a distance of 203.91 feet to a point; thence through Lot No. 8 in said Beacon Hill Plan North 80 degrees 49' 30" East, a distance of 141.84 feet to a point on the westerly line of Lot No. 35 in the Parkway Court Plan of Lots No. 1, as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 44, pages 60 and 61; thence by the westerly line of said Parkway Court Plan of Lots No. 1, South 06 degrees 49' 30" East, a distance of 362.51 feet to a point on the northerly right-of-way line of said Penn-Lincoln Parkway; thence by the northerly right-of-way line of the Penn Lincoln Parkway the following courses and distances: South 85 degrees 55' 30" West, a distance of 38.73 feet to a point; South 61 degrees 53' 15" West, a distance of 203.04 feet to a point; South 54 degrees 35' 30" West, a distance of 223.24 feet to the point of beginning.

Containing an area of 84,168.92 sq. ft. or 1.932 acres.

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Beacon Hill Drive with the northerly right-of-way line of the Penn-Lincoln Parkway, L.R. 763, as shown in the Beacon Hill Plan of Lots, as recorded in the Recorder's Office of Allegheny in Plan Book Volume 112, pages 37 to 40: North 02 degrees 36' 45" West, a distance of 313.72 feet to a point; North 87 degrees 23' 15" East, a distance of 25.00 feet to the point of beginning; thence from the point of beginning by the northerly side of Beacon Hill Drive the following courses and distances: By a curve bearing to the left having a radius of 75.00 feet through an arc distance of 160.41 feet to a point; North 54 degrees 50' 30" East, a distance of 78.43 feet to a point; by a curve bearing to the left having a radius of 75.00 feet through an arc distance of 19.83 feet to a point; thence through Lot NO. 9 in said Beacon Hill Plan of Lots, North 66 degrees, 04' 35" West, a distance of 90.00 feet to a point; thence by same, South 72 degrees 00' 36" West, a distance of 120.37 feet to the point of beginning.

Containing an area of 13,109.76 sq. ft. or 0.301 acre.

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Beacon Hill Drive with the northerly right-of-way line of the Penn-Lincoln Parkway, L.R. 763, as shown in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; North 02 degrees 36' 45" West, a distance of 313.72 feet to a point;

North 87 degrees 23' 15" East, a distance of 25.00 feet to the point of beginning; thence from the point of beginning by the easterly side of Beacon Hill Drive the following courses and distances; North 02 degrees 36' 45" West, a distance of 224.28 feet to a point; by a curve bearing to the right having a radius of 175.00 feet through an arc distance of 248.20 feet to a point; by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 39.81 feet to a point; South 10 degrees 06' 30" East, a distance of 26.09 feet to a point; by a curve bearing to the right having a radius of 5975.00 feet through an arc distance of 33.98 feet to a point; thence through Lot No. 9 in the said Beacon Hill Plan of Lots the following courses and distances: South 64 degrees 09' 36" West, a distance of 105.14 feet to a point; South 09 degrees 10' 30" East, a distance of 244.45 feet to a point; South 72 degrees 00' 36" West, a distance of 120.37 feet to the point of beginning.

Containing an area of 40,501.29 sq. ft. or 0.930 acre.

Beginning at a point on the westerly side of Beacon Hill Drive (50 feet wide), said point being North 02 degrees 36' 45" West, a distance of 280.11 feet from the intersection of the westerly side of Beacon Hill Drive with the northerly right-of-way line of the Penn-Lincoln Parkway, L.R. 763, as shown on the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the westerly side of Beacon Hill Drive North 02 degrees 36' 45" West, a distance of 249.00 feet to a point; thence through Lot No. 7 in said Beacon Hill Plan of Lots South 87 degrees 23' 15" West, a distance of 77.33 feet to a point; thence by same South 13 degrees 19' 15" West, a distance of 46.05 feet to a point at the corner common to land now or formerly of Woodlawn Cemetery Association and said Lot No. 7; thence by a line dividing lands now or formerly of Woodlawn Cemetery Association and Lot No. 7 in said Beacon Hill Plan of Lots South 02 degrees 28' 40" East, a distance of 204.72 feet to a point; thence through the above mentioned Lot No. 7, North 87 degrees 23' 15" East, a distance of 90.45 feet to the point of beginning.

Containing an area of 22,172.62 sq. ft. or 0.509 acre.

Beginning at a point at the intersection of the westerly side of Beacon Hill Drive (50 feet wide), and the northerly right-of-way of the Penn-Lincoln Parkway, L.R. 763, as shown on the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the westerly side of Beacon Hill Drive, North 02 degrees 36' 45" West a distance of 280.11 feet to a point; thence through Lot No. 7 in the said Beacon Hill Plan of Lots South 87 degrees 23' 15" West, a distance of 90.45 feet to a point on the line of lands now or formerly of Woodlawn Cemetery Association; thence along said line of lands South 02 degrees 28' 40" East, a distance of 361.45 feet to a point on the northerly right-of-way line of the Penn-Lincoln Parkway; thence by said right-of-way line North 45 degrees 41' 30" East, a distance of 122.28 feet to the point of beginning.

Containing an area of 29,134.84 sq. ft. or 0.669 acre.

Beginning at a point on the easterly side of Light House Point (50 feet wide), said point being North 13 degrees 19' 15" East, a distance of 331.62 feet from the intersection of the easterly side of Light House Point with the line of lands now or formerly of Woodlawn Cemetery Association as shown in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the easterly side of Light House Point North 13 degrees 19' 15" East, a distance of 153.00 feet to a point; thence through Lot No. 7 in said Beacon Hill Plan of Lots the following courses and distances: South 76 degrees 40' 45" East, a distance of 90.00 feet to a point; South 42 degrees 48' 32" East, a distance of 83.67 feet to a point; South 70 degrees 40' 35" East, a distance of 99.04 feet to a point; North 79 degrees 53' 30" East, a distance of 30.00 feet to a point on the westerly side of Beacon Hill Drive (50 feet wide); thence by the westerly side of Beacon Hill Drive South 10 degrees 06' 30" East, a distance of 28.00 feet to a point; thence by same by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 38.94 feet to a point; thence continuing by same by a curve bearing to the left having a radius of 225.00 feet through an arc distance of 152.58 feet to a point; thence through the above mentioned lot No. 7 North 49 degrees 42' 22" West, a distance of 118.43 feet to a point; thence by same North 76 degrees 40' 45" West, a distance of 70.00 feet to the point of beginning.

Containing an area of 37,727.57 sq. ft. or 0.866 acre.

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide), said point also being on the line dividing Lot No's. 3 and 8 in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the easterly side of Beacon Hill Drive South 10 degrees 06' 30" East, a distance of 145.00 feet to a point; thence through Lot No. 8 of said Beacon Hill Plan of Lots North 79 degrees 53' 30" East, a distance of 155.97 feet to a point on the westerly line of Lot No. 66 in the Parkway Court Plan of Lots No. 1 as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 44, pages 60 and 61; thence by the westerly line of said Lot No. 66, North 06 degrees 49' 30" West, a distance of 70.51 feet to a point common to the Northwest corner of said Lot No. 66 and the southwest corner of Lot No. 27 in the Grandview Plan of Lots Revised as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 35, page 149; thence by the westerly line of said Lot No. 27, North 07 degrees 11' 30" West, a distance of 74.70 feet to a point; thence by the line dividing Lot No's. 3 and 8 in said Beacon Hill Plan of Lots South 79 degrees 53' 30" West, a distance of 163.81 feet to the point of beginning.

Containing an area of 23,200.87 sq. ft. or 0.533 acre.

Beginning at a point on the easterly side of Light House Point (50 feet wide), said point being North 13 degrees 19' 15" East, a distance of 484.62 feet from the intersection of the easterly side of Light House Point with the line of lands now or formerly of Woodlawn Cemetery Association as shown in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the easterly side of Light House Point North 13 degrees 19' 15" East, a distance of 16.00 feet to a point, thence by same by a curve bearing to the right having a radius of 200.00 feet through an arc distance of 132.87 feet to a point; thence through Lot No. 7 of said Beacon Hill Plan of Lots South 38 degrees 36' 56" East, a distance of 72.55 feet to a point; thence by

same North 79 degrees 53' 30" East, a distance of 115.00 feet to a point on the westerly side of Beacon Hill Drive (50 feet wide); thence along the westerly side of Beacon Hill Drive South 10 degrees 06' 30" East, a distance of 202.02 feet to a point; thence through Lot No. 7 of said Beacon Hill Plan of Lots the following courses and distances: South 79 degrees 53' 30" West, a distance of 30.00 feet to a point; North 70 degrees 40' 35" West, a distance of 99.04 feet to a point; North 42 degrees 48' 32" West, a distance of 83.67 feet to a point; North 76 degrees 40' 45" West, a distance of 90.00 feet to the point of beginning.

Containing an area of 35,283.78 sq. ft. or 0.810 acre.

Beginning at a point on the easterly side of Light House Point (50 feet wide), said point also being on the line of lands now or formerly of Woodlawn Cemetery Association as shown in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 112, pages 37 to 40; thence from said point of beginning by the easterly side of Light House Point North 13 degrees 19' 15" East, a distance of 331.62 feet to a point; thence through Lot No. 7 in said Beacon Hill Plan of Lots South 76 degrees 40' 45" East, a distance of 70.00 feet to a point; thence by same South 49 degrees 42' 22" East, a distance of 70.00 feet to a point; thence by same South 49 degrees 42' 22" East, a distance of 118.43 feet to a point on the westerly side of Beacon Hill Drive (50 feet wide); thence by the westerly side of Beacon Hill Drive by a curve bearing to the left having a radius of 225.00 feet through an arc distance of 168.49 feet to a point; thence by same South 02 degrees 36' 45" East, a distance of 25.00 feet to a point; thence through said Lot No. 7 South 87 degrees 23' 15" West, a distance of 77.33 feet to a point; thence by same South 13 degrees 19' 15" West, a distance of 46.05 feet to a point at the corner common to land now or formerly of Woodlawn Cemetery Association and said Lot No. 7; thence by a line dividing lands now or formerly of Woodlawn Cemetery Association and Lot No. 7 in said Beacon Hill Plan of Lots South 89 degrees 27' 20" West, a distance of 94.98 feet to the point of beginning.

Containing an area of 44,298.22 sq. ft. or 1.017 acre.