

**BEACON HILL TOWNHOUSE CONDOMINIUM
DECLARATION**

DECLARATION OF CONDOMINIUM
OF
BEACON HILL TOWNHOUSE CONDOMINIUM

DECLARATION made this 29 day of October, 1980, by Amore Companies, Inc., a Pennsylvania Corporation, hereinafter called the Declarant, for itself, its successors, grantees and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP:

The purpose and intention of this Declaration is to submit the lands herein described in Exhibit "A-1" by Declarant in fee simple, the buildings and improvements constructed thereon and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the condominium form of ownership and use in the manner provided by the Unit Property Act, Commonwealth of Pennsylvania, approved July 3, 1963, P. L. 196, Article I, Section 101 (68 P. S. Section 700.101 et seq.), (herein and therein called the "Unit Property Act").

(a) The name by which this Property is to be identified is Beacon Hill Townhouse Condominium, herein called the Condominium.

(b) The "Land" owned by the Declarant which is hereby submitted to the condominium form of ownership consists of that certain lot or piece of ground situate in the Borough of Wilkesburg, County of Allegheny, Pennsylvania, and more particularly described in Exhibit "A-1", attached hereto and made a part hereof.

(c) The Property consists or will consist of the Townhouse building Units and Common Elements shown on the Declaration Plans described in Section 3 hereof. The ownership of each Unit, together with its proportionate undivided interest in the Common elements, is for all purposes the ownership of real property.

(d) The Declarant has constructed an off-site community recreational facility, consisting of two (2) tennis courts, a swimming pool and a recreation/maintenance building, on a tract of land more particularly described in Exhibit "B", attached hereto and made a part hereof. The Declarant has conveyed the said tract of land and the community recreational facility located thereon to the BEACON HILL RECREATIONAL ASSOCIATION, a nonprofit recreational corporation, for the common use and benefit of the residents of the "Total Development Area", as further designated below.

(e) The "Total Development Area" for the purposes of this Declaration shall be defined as the total number of separately constituted condominium regimes, which shall consist of 125 townhouse condominium units and 83 mid-rise condominium units, and the 246 garden apartments that form a part of the total planned community, which includes the mutual use, enjoyment, expense, and maintenance by all unit owners and tenants of the community recreational facility, as described in Exhibit "B". Said "Total Development Area" is hereinafter described in Exhibit "C" attached hereto, and made a part hereof.

(f) The land submitted hereunder to the condominium form of ownership consists of approximately 1.805 acres, more or less, located off Penn Avenue and Fairmont

Street in the Borough of Wilkinsburg, County of Allegheny and Commonwealth of Pennsylvania and will have erected thereon 24 townhouse condominium units, including paved parking spaces for all units, and other improvements to be erected thereon. The residential units comprising this property will enjoy the common benefits of the community recreation facility, described in Exhibit "B". In addition to the provisions as hereinafter set forth, additional Phases can be added to the condominium development, but not to exceed 125 units.

2. DEFINITIONS: The terms used herein and in the Code of Regulations shall, unless otherwise specified to the contrary herein or in said Code of Regulations, have the meanings stated in the Unit Property Act which is hereby incorporated herein by reference with the same effect as if set forth fully herein. The following are additional or amended definitions:

(a) "Unit" or "condominium unit" shall mean a condominium unit in a condominium regime approved by the Secretary of Housing & Urban Development which is located in the Development Area.

(b) "Secretary of Housing & Urban Development" shall mean the Secretary or his duly appointed representative.

(c) Where used herein, the word "building" shall include in its meaning the plural thereof, to-wit, "buildings" where necessary to make the documents consistent with the intent thereof and consistent with the provisions of the Unit Property Act hereinabove referred to.

3. DECLARATION PLANS: The property consists of Units and Common Elements shown on Declaration Plan verified by Gateway Engineers in accordance with the provisions of Section 402 of the Unit Property Act. Each unit is identified on Declaration Plan by the Unit designation assigned, and the Declaration Plan is to be recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, concurrently with the recordation of this Declaration of the Code of Regulations referred to below.

(a) Additional Units may be constructed in the future upon the premises designated as Parcels II, III, IV and V, as more fully set forth in Exhibits A-2, A-3, A-4 and A-5, attached hereto and made a part hereof, similar or dissimilar to the buildings and the same may be made part of the Condominium property by Declarant appropriately amending this Declaration and the Declaration Plans to reflect the same.

(b) This Declaration and the Declaration Plan may be amended by filing such additional plans as may be required to describe adequately the completion of improvements, subject to FHA approval. Such completion may be shown by Certificate of an engineer or surveyor certifying that the improvements have been constructed substantially as herein represented or designating any changes made. Such Plans or Certificate, when signed and acknowledged by the Declarant, shall in themselves, constitute an amendment of this Declaration and the Declaration Plans, notwithstanding the procedures for amendment described elsewhere in this Declaration, provided they conform with the requirements of the Unit Property Act.

(c) Each deed or other instrument conveying title to or any interest in a Unit prior to the effective date of the amendment to this Declaration contemplated by Section 3(e) shall include and shall be deemed to include a reservation to the Declarant to the extent of the interest in the Common Elements appurtenant to that Unit, of an easement to use those portions of the Land and to that extent as may be necessary or in Declarant's judgment desirable in order to construct those Buildings and other improvements contemplated by Section 3(a) as shall not at the time of reference have been theretofore included in any amendment to the Declaration Plan pursuant to Section 11. Such easement shall terminate on the effective date of such last amendment to this Declaration.

(d) Each deed, mortgage, lease or other instrument conveying title to or any interest in a Unit shall be and shall be deemed to be under and subject to the easement granted in this Section.

(e) Declarant shall have no obligation to complete the construction of the buildings and other improvements contemplated by Section 3(a) hereof.

4. DESCRIPTION OF UNITS, UNIT DESIGNATION:

(a) Each Unit is identified on the Declaration Plan by a specific Unit designation (herein referred to as the "Unit Designation").

(b) Except for such portions thereof which are part of the Common Elements, the maximum boundaries of the Units are as reflected by the Declaration Plans and are described as follows:

(i) The Unit-side surface of the masonry portion of such exterior walls of the Building which are adjacent to such Units;

(ii) The Unit-side surface of the masonry portion of such interior masonry walls of the Building which are either part of the perimeter of such Unit or pass through such Unit;

(iii) The Back-side of the drywall divides the Units.

(iv) The lower surface of the plywood of roof immediately above such Unit;

(v) The upper surface of the masonry floor of such Unit;

(vi) The exterior surface of such windows, window frames, window track, and window sills which are set in the exterior walls of the Building which are adjacent to such Unit;

(vii) The exterior surface of such doors (including sliding glass doors), door frames, door hinges, and door sills, which are set in such interior or exterior walls of the Building which are adjacent to such Unit and are situated on the perimeter of such Unit.

(c) Each unit consists of all portions of the Building located within the title lines described in Section 4(b) hereinabove, including, but not limited to:

(i) The air space enclosed thereby;

(ii) All walls, partitions and dividers which are wholly contained within said title lines, but excluding any pipes, ducts, wires, cables, conduits or other Common Elements (as defined in Section 5 hereof) contained wholly or in part within such walls, partitions and dividers;

(iii) Except for the exterior surfaces thereof, all doors, door frames, doorways, door hinges and door sills, set in the interior and exterior walls of the Building which are adjacent to such Unit and are situated on the perimeter thereof, and all other doors, door frames, doorways, door hinges and door sills wholly situated within the title lines of such Units;

(iv) Except for the exterior surfaces thereof, all windows, window frames, window tracks and window sills which are set in the interior and exterior walls of the Building and which are adjacent to such Unit;

(v) All electrical receptacles, outlets and fixtures located in the ceiling of such Unit or in a perimeter or interior wall thereof;

(vi) All plumbing fixtures located within such title lines;

(vii) All electrical equipment and wiring serving only such Unit located within such title lines;

(viii) All baseboards located within such title lines;

(ix) The air conditioning, heating and ventilating ducts servicing only such Unit and located within such title lines;

(x) The air conditioning and heating equipment servicing only such Unit, including air compressor located to the exterior and adjacent to such Unit;

(xi) The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving only such Unit and located with such title lines;

(xii) The hot water heaters servicing only such Unit;

(xiii) The carpeting within such title lines;

(xiv) And such fixtures, appliances, machinery and equipment as are located wholly within such title lines and serve only such Unit;

(xv) All other parts of the Building and its equipment even though located outside of the title lines of such Unit provided such equipment serves only such Unit.

(d) Except as otherwise provided herein or in the Code of Regulations, Units may be sold, conveyed, mortgaged, leased or otherwise dealt with in the same manner as like dealings are conducted with respect to real property and interests therein. Every Unit, together with its undivided interest in the Common Elements is and for all purposes shall be a separate parcel of real property and the owner thereof shall have exclusive ownership and possession thereof subject to the covenants, restrictions, easements, rules, regulations, resolutions and decisions contained in this Declaration and the Code of Regulations or adopted pursuant thereto. Every written instrument dealing with a Unit shall specifically set forth the name by which the property is identified and the Unit Designation identifying the Unit involved.

5. COMMON ELEMENTS, PERCENTAGE INTEREST OF UNIT OWNERS:

(a) The Common Elements shall mean and include:

(I) The Land, the air space above the Building and said Land, and those portions of the Building which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to Sections 4(b) or 4(c) hereinabove.

(ii) The following parts of the Building: foundations; the masonry part of all interior masonry walls and exterior walls; non-masonry interior walls between Units; roofs; all freshwater, discharged water and sewer lines and associated equipment serving the Common elements or more than one Unit or both.

(iii) Portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements.

(iv) Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both.

(v) All other apparatus and installations existing for common use.

(vi) All other parts or elements of the Building or the Property necessary or convenient to the Property's existence, management, operation, maintenance and safety, or in common use and which are not herein or in the Declaration Plan made a part of a Unit, and such facilities as are designated herein and in the Code of Regulations as Common Elements.

(vii) Whenever in this Declaration and the Declaration Plan, a title line of a Unit is described as being the exterior surface of a designated part of a Unit, it is intended thereby, and it is hereby declared, that the Council, acting on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right to require the owner of such Unit to clean, maintain, replace and/or paint the same in accordance with instructions of the Council and at the expense of such Owner.

(b) The Percentage of undivided interest in the Common Elements appertaining initially assigned to each Unit and its Unit Owner is more particularly set forth in Exhibit D annexed hereto. When and if said Additional Parcels are submitted to the provisions of the Unit Property Act by amendments in the Declaration, the undivided interests in the Common Elements shall be reduced as shown on Exhibit D. In no event shall the undivided interest in the Common Elements assigned to each Unit be less than .80% and the total undivided interests assigned to all Units shall at all times aggregate 100%.

(c) Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, as defined below, such share being the same as the undivided share in the Common Elements which is appurtenant to his Unit:

(I) Expenses of administration, maintenance, repair and replacement of the Common Elements;

(ii) Expenses agreed upon as common by all the Unit Owners; and

(iii) Expenses declared common by the provisions of the Unit Property Act, or by this Declaration or the Code of Regulations.

(iv) Insurance premiums for any insurance coverage as set forth in Section 2, 3 and 4 of Article XII of the Code of Regulations, 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.

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.

(d) "Common Receipts" means: (I) assessments and other funds collected from Unit Owners as Common Expenses or otherwise; (ii) rent and other charges derived from leasing or licensing the use of the Common Elements; and (iii) receipts designated as common pursuant to the Unit Property Act or this Declaration or the Code of Regulations.

(e) "Common Profits" means the excess, if any, of all Common Receipts over all Common Expenses during any fiscal year of the Condominium.

6. EASEMENTS:

(a) The Units and the Common Elements shall be, and are hereby made, subject to easements in favor of the appropriate utility companies for such utility services as are desirable or necessary to serve adequately the Property and all appurtenances thereto, including, without limitation, the right to install, lay, maintain, repair, relocate and replace water mains and pipes, sewer and drain lines, telephone wires and equipment, cable television, and electrical wires and conduits and associated equipment over, under, through, along and on the Property.

(b) The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Council and the agents and employees of the Council (I) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

(c) The Common Elements shall be and are hereby made subject to the following easements (in additions to any other easements set forth in this Declaration) in favor of the Unit or Units benefited thereby:

(I) For driving and removing nails, screws and bolts from the Unit-side surface of the walls of a Unit into the portion of such walls which are part of the Common Elements; provided that such action will not unreasonably interfere with the use of any part of the Common Elements or impair or structurally weaken the Building; and

(ii) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and all other utility lines and conduits which are a part of a Unit and which pass across or through a portion of the Common Elements.

(iii) An easement for the installation, repair, maintenance, use, removal and/or replacement of a sanitary sewer line which runs under all of the Buildings constructed on the property described in Exhibit "A-1".

(d) To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in the Building, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(e) The Units shall be and are hereby made subject to the following easements:

(I) In favor of the Council or its designee, for inspection of the Units for the purpose of verifying of performance by Unit Owners of all items of maintenance and repair for which they are responsible, for inspection of the condition of the Common Elements situated in or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Common Elements and/or Unit, for repairing, replacing and improving Common Elements therein or elsewhere in the Building, to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction, to correct any condition which violates the provisions of any mortgage and for such other purpose as may be reasonably required to carry out its duties, it being understood and agreed that the Council and its agents shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Council's exercise of the foregoing rights pursuant to this Section or any other provision of this Declaration; and

(ii) In favor of the Common Elements benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and all

other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units.

(f) If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Council, then an easement appurtenant to such Common Elements, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event the Building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Elements and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

(g) All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Land, Units and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Council, and Unit Owner, purchaser, mortgagee and any other person having an interest in said Land, Units, Common Elements or any portion thereof.

(h) The Units and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Land for the purpose of tying into and using any and all present easements and utilities on the Land to favor other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, water and storm sewer lines presently or soon to be on the Land herein described.

7. GENERAL PROVISIONS:

(a) Utilities: Unless obtained by the Council and designated as a Common Expense, all services furnished by any utility company or the Borough to any Unit Owner shall be charged to and paid by the Unit Owner receiving such services. Separate meters may be furnished for all Units to measure consumption of utility services.

(b) Assessments and Taxes: Each Unit and its proportionate undivided interest in the Common Elements as determined by this Declaration and any amendments thereof shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building or Property of which the Unit is part and each Unit Owner is charged with the payment of all such taxes, municipal claims and liens assessed, liened or filed against his Unit.

(c) No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute

applicable to condominium ownership provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, subject to the provisions of Section 8 hereof, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

(d) No Severance of Ownership: The undivided interest in the Common Elements may not be separate from the Unit to which such interest pertains and shall be deemed to be conveyed, leased, or encumbered with the Unit even though such interest is not expressly referred to in the deed, lease, mortgage or other instrument.

(e) Incorporation by Reference: Reference in the respective deeds of conveyance of any Unit or in any mortgage or other evidence of obligation secured by any Unit to the easements and rights in any part of this Declaration shall be sufficient to create and reserve such easements and rights to the Declarant, its successors, or assigns, and to the respective grantees and mortgagees of such Units as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(f) Maintenance and Repair of Units: No Unit Owner shall do or cause to be done any work affecting his Unit which would jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easement or hereditament therein. It shall be the responsibility of each Unit Owner: (i) to maintain, repair or replace, at his own expense, all portions of his Unit which may cause injury or damage to the other Units or to the Common Elements; (ii) to maintain the interior surfaces of all walls, ceilings and floors within the Unit and otherwise to keep the Unit and all alterations, improvements, fixtures, and personalty therein in good order, condition and repair; (iii) to refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent, in writing, of the Council; and (iv) to refrain from repairing, altering, replacing, painting, decorating or changing the exterior appendages whether or not exclusively used by the Unit Owner without obtaining the written consent of the Council.

8. RESTRICTIONS: The following restrictions shall be applicable to and be a covenant running with each Condominium Unit and may not be amended without the prior written approval of Council and 75% of all Unit Owners:

(a) Use of Units: Unless otherwise permitted in writing by Council:

(1) Any Unit may be used only for residential purposes and for no other purpose.

(2) 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.

9. MORTGAGES:

(a) A Unit Owner may not voluntarily encumber or subject his Unit to any lien, other than the lien of (I) a first mortgage to a bank, trust company, bank and trust company, savings bank, savings and loan association, building and loan association, insurance company, pension fund or like institutional investor, or (ii) a purchase money mortgage to Declarant, or (iii) a purchase money mortgage to the seller of a Condominium Unit (any of such mortgages being sometimes referred to herein as "Permitted Mortgages" and the holders of any such mortgages being sometimes referred to herein as "Permitted Mortgagees"). In any event, such mortgage and the obligation secured thereby shall provide that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Declaration, the Code of Regulations, and the Rules and Regulations, and, specifically but without limitation, that the mortgagee shall have no right to (a) participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, (b) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners pursuant to Section 802 of the Act or of insurance proceeds being received in excess of the cost of repair or restoration, or (c) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination as aforesaid. No Permitted Mortgagee as the term is defined in this Declaration, will be considered a Unit Owner by reason of holding such mortgage but only in the event legal title is, in fact, vested in such mortgagee.

(b) No Unit Owner or prospective purchaser of a Unit shall deliver any mortgage, or any obligation to be so secured thereby, unless it has first notified the Council of the name and address of the proposed mortgagee and of the amount of the debt proposed to be secured. When a Permitted Mortgage is delivered to the mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Council. The Secretary shall maintain a register of Permitted Mortgages, showing the name and address of the mortgagee and the amount secured thereby. The holders of Permitted Mortgages, including holders of Permitted Mortgages referred to in Section 10 (c) hereof, shall be entitled on written request to receive from Council a written statement of any delinquent assessments or other defaults by the Unit Owner, copies of any notices of default sent to the Unit Owner and copies of budgets and financial reports sent to the Unit Owner. Permitted Mortgagees shall be permitted to examine the books of account of Council during regular business hours at Council's office.

(c) The Property is subject to the first lien of a mortgage with Equibank as mortgagee, and for all purposes hereunder, such mortgage and any modifications thereof that may be required from time to time by the holder thereof, shall be deemed a Permitted Mortgage against the Unit or Units not released from the lien of such mortgage.

(d) Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such condominium unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominium unit owners, including such acquirer, his successors and assigns.

10. COMPLIANCE AND DEFAULT: Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Code of Regulations, the Rules and Regulations, adopted pursuant thereto, and the terms of a Regulatory Agreement executed by the Association and the Secretary of Housing and Urban Development, which Agreement is made a part hereof and attached as Exhibit "E", and said documents and Rules and Regulations as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Council or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Unit Property Act:

(a) Suits: Failure to comply with the terms of this Declaration, the Code of Regulations, the Regulatory Agreement, and the Rules and Regulations adopted pursuant thereto, and the same as they may be amended from time to time, shall entitle the Council or an aggrieved Unit Owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such relief shall not be exclusive of other remedies available at law or in equity.

(b) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Code of Regulations, the Regulatory Agreement and Rules and Regulations adopted pursuant thereto, and said documents and Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees; provided, no attorney's fees may be recovered against the Council in any such action unless the Court first expressly finds that the Council acted in bad faith.

(c) No Waiver of Rights: The failure of the Declarant, or the Council, or any Unit Owner to enforce any covenant, restriction or other provisions of the Unit Property Act, this Declaration, the Code of Regulations, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

11. AMENDMENTS: Subject to the other provisions of this Declaration relative to amendment, this Declaration and the Declaration Plans may be amended in the following manner:

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

(b) Resolution: An amendment may be proposed by either the Council or by 20 per cent of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of all Unit Owners. Owners not present at the meetings considering the amendment may express their approval, in writing, given before such meeting or within the calendar month following the month in which such meeting was held.

(c) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of the Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Allegheny County, Pennsylvania.

(d) Proviso: Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and Permitted Mortgagees so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements, and any other of its appurtenances nor increase the owner's share of the Common Expenses unless the owner of the Unit concerned and the holders of a Permitted Mortgage thereon shall join in the execution of the amendment. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers, and options of the Declarant unless the Declarant shall join in the execution of such amendment. Notwithstanding the foregoing, the Declarant reserves the right to change the location, interior design, and arrangement of all Units and to alter the boundaries between Units as well as to combine Units so long as Declarant owns all the Units so changed or altered. Such changes or alterations shall be reflected by an Amendment to this Declaration and the Declaration Plans, and said Amendment need only be executed by Declarant and the holders of any Permitted Mortgages on said Units. If more than one Unit is concerned, percentage interests of the Units affected shall be duly apportioned. If, in the judgment of the Council, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Code of Regulations, which is effective or inconsistent with any other provision hereof or thereof or with the Unit Property Act, or to change, correct or supplement anything appearing or failing to appear in the Declaration Plans which is incorrect, defective or similarly inconsistent, the Council may effect an appropriate corrective amendment without the approval of Unit Owners upon its receipt of any opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plans. Each such amendment shall be effective upon the recording thereof in the Allegheny County Department of Records or any successor thereto of an appropriate instrument setting forth the amendment and its due adoption, duly executed and acknowledged by the appropriate officer of the Council.

(e) Additional Parcels: Each Amendment hereto submitting one or more Additional Parcels to the provisions of the Act and subjecting same to the Condominium Documents, shall contain the following:

(1) a reference to the Unit Property Act and an expression of the intention to submit the Additional Parcel to the provisions of the Unit Property Act.

(2) the name of this condominium and a reference to the recording data for all Condominium Documents therefore recorded.

(3) a description of the Additional Parcel and of the Buildings erected or to be erected thereon.

(4) a statement that the Additional Parcels are to consist of Units and Common Elements as shown on an Amendment to the Declaration Plan which shall be appended thereto.

(5) a description of the Common Elements of the Additional Parcel.

(6) the proportionate undivided interest in the Common Elements assigned to each Unit in the Additional Parcel and to each Unit on all of the Property other than the Additional Parcel theretofore submitted to the Condominium Documents which shall take effect upon the recording of the subject Amendment in accordance with Article 5 Schedule B of the Declaration.

(7) any other provisions permitted by the Unit Property Act so long as such provisions do not adversely affect the rights and privileges of the Mortgagees and Unit Owners situate on all the Property theretofore submitted to the Unit Property Act.

(f) Each amendment hereto submitting one or more Additional Parcels to the provisions of the Act shall be executed by the Declarant on behalf of all Unit Owners affected thereby. Each Unit Owner by his acceptance of a deed, mortgage or conveyance to his Unit shall be deemed to have granted to the Declarant an irrevocable Power of Attorney, coupled with an interest, empowering the Declarant to approve and execute the amendment to the Declaration contemplated by this Article, and no separate or other signature, vote or other approval whatsoever of any Unit Owner shall be requisite to the execution, filing of record, or effectiveness of any such amendments.

(g) The Declarant, or any such successor in title, shall have the right, prior to the execution and recording of the respective amendment, to change the number, size, layout, location and percentage interest in the Common Elements of Units in the Additional Parcels, provided that (a) any single such change or all such changes in the aggregate shall not be substantial, and (b) provided such change or changes shall not result in any Unit Owner having more or less percentage interest in the Common Elements than that percentage as represented by the fraction of which the numerator is one and the denominator is the total aggregate number of Units submitted to the Pennsylvania Unit Property Act. No amendment shall be effective until recorded in the Recorder's Office of Allegheny County, Pennsylvania.

(h) Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Council with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Allegheny County, Pennsylvania.

12. TERMINATION: The Condominium may be terminated in the following manner:

(a) By Statute: As provided by the Unit Property Act.

(b) Destruction: In the event there is substantial destruction of all of the buildings and 75% of the Unit Owners directly affected by said destruction, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Condominium Plan of Ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Council executed by the President and Secretary certifying as to the facts effecting the termination, which certificate

shall become effective upon being recorded in the Public Records of Allegheny County, Pennsylvania.

(c) General Provisions: The termination of the Condominium shall be evidenced by a certificate of the Council executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Allegheny County, Pennsylvania. When the Property has been removed from the provisions of the Unit Property Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be the same percentage as the Common Interest previously owned by such Unit Owner in the Common Elements. All funds held by the Council and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Common Interests. The costs incurred in connection with such removal shall be a Common Expense.

If the Property shall be removed from the provisions of the Act, then the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submission to the provisions thereof in accordance with the terms of the Act.

13. PROVISIONS PERTAINING TO DECLARANT: Notwithstanding any other provisions herein or in the Code of Regulations contained, for so long as Declarant continues to own any of the Units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a Unit Owner to pay Assessments as to each Unit owned by Declarant in accordance with the Documents, beginning sixty (60) days after the Unit has been completed.

(i) A majority of the members of the Council shall be selected by the Declarant, until the first election of the Council, which shall occur one (1) year after deeds of conveyance have been recorded conveying eighty (80%) percent in common interest or by January 1, 1984, whichever event first occurs.

(ii) Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any Unit, the Common Elements, the Property, or the Condominium Documents except as specifically set forth herein or in any Agreement of Sale for a Unit, and no person shall rely upon any warranty or representation not so specifically made therein.

(iii) No amendment may be made to the Condominium Documents without the written consent of Declarant so long as Declarant retains the ownership of twenty (20%) percent or more Units.

(iv) The Declarant shall have the right to transact on the Property any business necessary to consummate the sale or leasing of Units, including, but not limited to, the right to maintain models, display signs, employees in the office, and to use the Common Elements.

14. EXPANSION:

(a) The Declarant shall have the right to expand, in its sole discretion without consent of Council or any Unit Owners, at any time and from time to time, within five (5) years from the date of recordation of this Declaration, to submit to the provisions of the Act and to subject to the Condominium Documents one or more of the Additional Parcels described in Exhibits A-2, A-3, A-4 and A-5, hereof on which may be erected Buildings, containing not more than the number of Units designated in Exhibit D. The Additional Parcels shall be submitted by one or more amendments hereto and each such Amendment shall be accompanied by an Amendment to the Declaration Plan showing, for Additional Parcels submitted, the items called for in Paragraph XI hereof.

(b) Status Prior to Expansion. Unless and until the submission of an Additional Parcel to the provisions of the Act by an Amendment in accordance herewith, fee simple title to such Additional Parcel and to any and all Buildings and improvements, if any, erected thereon, shall remain vested in Declarant and its successors and assigns and no portion thereof and no interest therein shall be part of the Condominium hereby created, nor shall any costs or expenses thereof be the responsibility of any Unit Owner except Declarant. Declarant shall be under no obligation whatsoever to submit any Additional Parcel to the provisions of the Act and Declarant's right to make any Additional Parcel a part of the Condominium shall terminate at the expiration of five (5) years from the date of the Declaration with respect to any Additional Parcel not theretofore submitted to the provisions of the Unit Property Act in accordance herewith.

(c) Effect of Expansion.

(i) Upon submission of an Additional Parcel to the Act in accordance herewith, the Additional Parcel shall in all respects be deemed a part of the Condominium hereby created, and all provisions of the Condominium Documents shall be applicable to the Additional Parcel and to all Units and all Common Elements situate thereon. The Common Elements situate on the Additional Parcel shall thereafter be indivisible from the Common Elements situate on the lands theretofore submitted to the Act, and all Unit Owners shall own their respective proportionate undivided interests therein as set forth herein.

(ii) Each Unit Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amendment, for the purposes therein set forth, except as to any portion designated a Limited Common Element as may be provided in any such Amendment.

(iii) The recording of each such Amendment shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.

15. OFF-SITE COMMUNITY RECREATIONAL FACILITY:

(a) All condominium owners by their acceptance of their deeds, shall automatically become members of a non-profit corporation, named BEACON HILL RECREATION ASSOCIATION, hereinafter referred to as "Corporation" and shall enjoy the privileges and be bound by the obligations contained in the Corporation's Articles and By-Laws. Each condominium owner for each condominium unit owned shall pay to the Corporation a monthly assessment equal to 1/454 of the total sum necessary to provide for the insurance, reserve fund for replacements, maintenance and operation of the swimming pool and tennis courts and the recreation/maintenance building. It is estimated that during the period of time when the Interim Board of Directors of the Corporation, composed of developer-representatives, shall act until the first annual meeting of the non-profit Corporation shall take place, the monthly assessment shall be equal to Two Dollars (\$2.00) per unit/apartment. For so long as there are less than 454 condominium units and apartments built on the Development Area, one-half (1/2) of the balance of said total sum not covered by the assessment against the unit/apartment owners shall be assessed by the Corporation against, and be payable by, the developer/grantor of the real property to the Corporation, provided said one-half (1/2) of the balance is sufficient to operate the facilities; otherwise the developer shall pay all sums necessary to do so. The amount of the assessment against each unit owner and, each apartment owner, and if any, against the developer/grantor, as provided for in this Section shall be assessed by the Corporation as a lien at the beginning of each annual assessment period. Each assessment shall be due and payable either annually within thirty (30) days following notice of each annual assessment, or monthly not later than the fifth (5th) day of each assessment month. Upon default of payment within such period of time, each assessment shall be a lien against each condominium unit owned by the defaulting owner and against any portion of the total Development Area, if any, still owned by the developer/grantor, and the Corporation shall be entitled to enforce the payment of said lien according to the laws of the Commonwealth of Pennsylvania and to take any other actions for collection from the defaulting parties. Any such lien against a condominium unit or against any other portion of the Development Area, if any, owned by the developer/grantor shall be subordinate to any recorded first mortgage or first Deed of Trust covering such unit or property.

(b) In addition to the annual assessments authorized above, the Corporation may, subject to HUD approval, levy in any assessment year, special assessments for the purpose of defraying in whole or part (a) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property relating thereto, or (b) the expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose. Said assessment shall be equal to the same fraction of the total sum as the annual assessments and such special assessment is subject to a lien as described above for the annual assessments. Both annual and special assessments may be collected on a monthly basis, as provided for herein.

16. SEVERABILITY: The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, and any exhibits attached hereto, shall not affect the remaining portions thereof.

17. COUNCIL; FIRST COUNCIL: A board of natural individuals of the number stated in the Code of Regulations, each of whom must be a resident of Pennsylvania but need not be a Unit Owner, shall be known as the Council and shall manage the business, operation, and affairs of the Property on behalf of the Unit Owners.

The name of the first members of Council are:

- (a) Vincent A. Amore
- (b) Robert W. Amore

18. CODE OF REGULATIONS: The operation of the Condominium property shall be governed by the Code of Regulations, which shall be recorded forthwith.

19. BINDING EFFECT: The provisions of this Declaration and the Code of Regulations shall be binding upon and shall inure to the benefit of the Declarant, its successors and assigns.

20. SECTION HEADINGS: The section headings of this document are inserted herein solely for the convenience of reference and shall not affect or be given any meaning in the construction and interpretation of this document.

IN WITNESS Whereof, the said Declarant has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its proper corporate officers.

ATTEST:

Amore Companies, Inc.
a Pennsylvania Corporation

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.

THE UNDERSIGNED, as the holder of a Mortgage encumbering the land and the improvements constructed and to be constructed thereon described in the foregoing

Declaration of Condominium, consents to said Declaration of Condominium, however, without undertaking any obligations or liabilities of the Declarant hereunder.

WITNESS or ATTEST:

Paul E. Rocchini
Banking Officer

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 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 County 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 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 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 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-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 degree, 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.

ALL that certain parcel of land situate in the Borough of Wilkinsburg, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 5 in the Beacon Hill Plan of Lots as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 112, pages 37 to 40.

CONTAINING and area of 44,634.17 sq. ft., or 1.025 acres.

ALL those certain parcels of land situate in the Borough of Wilkinsburg, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 1, 3, 4, 5, 6, 7, 8 and 9 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.

CONTAINING an area of 24.662 acres.