

**BEACON HILL GARDENS
CONDOMINIUM ASSOCIATION**

DECLARATION OF CONDOMINIUM

AND

AMENDMENTS TO DECLARATION

DECLARATION OF CONDOMINIUM
OF
BEACON HILL GARDENS CONDOMINIUM

DECLARATION made this 9th day of March, 1982, by AMORE COMPANIES, INC., 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, owned by Declarant in fee simple, and the buildings and improvements constructed thereon and all easements, rights and appurtenances thereto (hereinafter referred to as the "Condominium Property" or the "Property") to the condominium form of ownership and use in the manner provided by the Uniform Condominium Act, approved July 2, 1980, P.L. _____, 68 Pa. C.S.A. Section 3101 et. seq. (herein and therein called the "Uniform Condominium Act"); and the Declarant does hereby submit the Condominium Property to Condominium ownership.

- (a) The name by which this Property is to be identified is BEACON HILL GARDENS CONDOMINIUM, herein called the "Condominium."
- (b) The "Land" owned by the Declarant in fee simple, which by this Declaration is submitted to the condominium form of ownership, consists of all those certain lots or pieces of ground situate in the Borough of Wilkesburg, County of Allegheny and Commonwealth of Pennsylvania, known as Lots. No. 3, 4 and 6 in the Beacon Hill Plan of Lots, being more particularly described in Exhibit A, attached hereto and made a part hereof.
- (c) The Property consists or will consist of the building Units, Common Elements and Limited Common Elements as 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 and Limited Common Elements is for all purposes the ownership of real property. All Unit owners of Condominium Property will enjoy the common benefits of the community recreation facility described in Section 1(g).
- (d) The Condominium Property will consist of nine (9) separate portions of land, being more particularly described in Exhibit B, attached hereto and made a part hereof, with such separate portions of land being individually designated on the Declaration Plan and in Exhibit B as Phase No. 1, Phase No. 2, Phase No. 3, Phase No. 4, Phase No. 5, Phase No. 6, Phase No. 7, Phase No. 8, and Phase No. 9, respectively.

- (e) The portion of the Condominium Property designated on the Declaration Plan and in Exhibit B as Phase No. 1 will contain two (2), two and one-half story condominium buildings, with each condominium building containing twelve (12) units (hereinafter collectively referred to as "Garden Units"), and other facilities as shown on the Declaration Plans. Unless otherwise provided to the contrary herein, the term "Unit," as used herein and in the Code of Regulations, shall be deemed to be a reference to all Units in the Condominium Property, including all Garden Units.
- (f) **CONVERTIBLE AND WITHDRAWABLE REAL ESTATE:** The portions of land comprising the Condominium Property which are designated as Phase No. 2, Phase No. 3, Phase No. 4, Phase No. 5, Phase No. 6, Phase No. 7, Phase No. 8 and Phase No. 9, respectively, shall constitute both **CONVERTIBLE REAL ESTATE** and **WITHDRAWABLE REAL ESTATE**, as those terms are defined by the Uniform Condominium Act. Hereafter, Phase No. 2, Phase No. 3, Phase No. 4, Phase No. 5, Phase No. 6, Phase No. 7, Phase No. 8 and Phase No. 9 shall be collectively designated as "Convertible Real Estate" and/or "Withdrawable Real Estate." Until such portions of the Condominium Property shall be converted or withdrawn, at the sole option of the Declarant as hereinafter provided, the portions of Withdrawable and Convertible Real Estate shall constitute Common Elements as defined in Section 6 of this Declaration.
- (1) **The Declarant's Option to Convert or Withdraw Convertible and Withdrawable Real Estate:** The Declarant hereby reserve the right (hereafter referred to as "Option") to:
- (i) Create Units, Limited Common Elements, or both, within any or all of the portions of Convertible and Withdrawable Real Estate; and
- (ii) Withdraw any or all of the portions of Convertible and Withdrawable Real Estate from the condominium form of ownership, which withdrawal will have the effect of terminating the Common Element Interest and any and all the Ownership Interest whatsoever of the Unit owner in the portion of Withdrawable and Convertible Real Estate so withdrawn.
- (2) **Duration of Option to Convert or Withdraw Real Estate:** The Options reserved by the Declarant to convert or withdraw portions of the Condominium Property pursuant to the terms of the preceding paragraph shall lapse seven (7) years from the date of recordation hereof. Under no circumstances

shall the Declarant's Options reserved hereunder terminate prior to the expiration of said seven-year period.

- (3) Limitations on Option to Convert or Withdraw Real Estate: Except as provided herein or as may be created by or imposed pursuant to law, there are no limitations on the Declarant's Option to convert or withdraw Convertible Real Estate and Withdrawable Real Estate.
- (4) Effect of Conversion or Withdrawal of Real Estate on Common Element Interest and Common Expense Liability:
- (i) The withdrawal by the Declarant of any or all of the portions of Withdrawable Real Estate will have no effect on the relative Common Element Interest, relative voting strength in the Association or relative Common Expense liability of each Unit.
- (ii) The conversion by the Declarant of any or all portions of Convertible Real Estate into additional Units will decrease the percentage of the relative Common Element Interest, relative voting strength in the Association, and relative Common Expense liability of each Unit in accordance with the following formula:

$$\frac{1.00 \times 100\%}{A} = B\%$$

A

"A" equals total number of Units in the Condominium, including the new Units contained in the portion or portions of Convertible Real Estate being converted.
"B%" equals the new percentage of Common Element Interest, relative voting strength in the Association and Common Expense liability of each Unit.

- (5) Time and Sequence of Conversion or Withdrawal of Real Estate:
- (i) Any portion of the Convertible Real Estate and Withdrawable Real Estate may be converted or withdrawn at any time during the seven-year option period.
- (ii) The Declarant makes no assurances with respect to the sequence or order of conversion or withdrawal of the Convertible Real Estate and Withdrawable Real Estate.
- (iii) If any portion of Convertible Real Estate or Withdrawable Real Estate is converted or withdrawn,

none of the remaining portions of Convertible Real Estate or Withdrawable Real Estate must be converted or withdrawn.

- (6) **Number of Units:** The maximum number of Units which may be created in each portion or "phase" of Convertible Real Estate are as follows:

<u>Phases</u>	<u>Building No.</u>	<u>No. of Units</u>
Phase No. 1	707, 708	24 units
Phase No. 2	705, 706	24 units
Phase No. 3	741, 742	24 units
Phase No. 4	739, 740	24 units
Phase No. 5	737, 738	24 units
Phase No. 6	743, 744	24 units
Phase No. 7	734, 735	24 units
Phase No. 8	704, 709	30 units
Phase No. 9	736	18 units

- (7) **Restriction to Residential Use:** All of the Units which may be created within all portions of the Convertible Real Estate will be restricted exclusively to residential use.
- (8) **Nature of Units Created Within Convertible Real Estate:** The Declarant makes no assurances with respect to the architectural style, quality of construction, principal materials that may be employed in construction or size of any Units which may be created within any portion of the Convertible Real Estate.
- (9) **Use, Occupancy and Alienation of Units Created Within Convertible Real Estate:** Any and all restrictions contained in this Declaration affecting use, occupancy and alienation of Units will apply to all Units which may be created within any portion of the Convertible Real Estate.
- (10) **Improvements and Limited Common Elements:** The Declarant makes no assurances with respect to any improvements or Limited Common Elements which may be created upon or within any portion of the Convertible Real Estate.
- (11) **Location of Buildings or other Improvements:** The Declarant makes no assurances with respect to the locations of any buildings or other improvements which may be constructed or made within any portion of the Convertible Real Estate.
- (12) **Nature and Size of Limited Common Elements:** The Declarant makes no assurances with respect to the type, nature or size of any Limited Elements which

may be created within any portion of the Convertible Real Estate.

- (13) **The Proportion of Limited Common Elements to Units:** The Declarant makes no assurances with respect to whether the proportion of Limited Common Elements to Units created within any portion of the Convertible Real Estate will be approximately equal to, less than, or greater than the proportion of Limited Common Elements to Units within any other parts or portions of the Condominium.
- (14) **Assurances with Respect to Withdrawable Real Estate:** Any assurances made in the Declaration with respect to the Convertible Real Estate do not apply if the portion of real estate is not converted but is withdrawn as Withdrawable Real Estate.
- (g) 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 C, 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 RECREATION ASSOCIATION, a non-profit recreational corporation, for the common use and benefit of the residents of the "Total Development Area," as further described below.
- (h) The "Total Development Area" for the purposes of this Declaration shall be defined as the total number of separately constituted condominium regimes, consisting of the Beacon Hill Townhouse Condominium, the Beacon Hill Midrise Condominium and the Beacon Hill Gardens Condominium, 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 C. Said "Total Development Area" is hereinafter described in Exhibit D attached hereto, and made a part hereof.
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 Uniform Condominium 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 Uniform Condominium Act hereinabove referred to.

3. **DECLARATION PLANS:** The Property consists of Units, Common Elements and Limited Common Elements shown on Declaration Plan certified by Gateway Engineers, Inc., in accordance with the provisions of Section 3210 of the Uniform Condominium 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 and the Code of Regulations referred to below. 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. 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 Uniform Condominium Act.

4. **DESCRIPTION OF UNITS/UNIT DESIGNATION:**

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

(b) Except for such portions thereof which are part of the Common Elements and Limited 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 Unit;

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

(iii) The Unit-side surface of such non-masonry walls which are located on the perimeter of such Unit or the Unit-side surface of non-masonry walls which are located within the perimeter of a Unit and contain one or more Common Elements or Limited Common Elements;

(iv) The lower surface of the masonry ceiling immediately above such Unit and, on the third floor, the lower surface of the drywall ceiling;

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

(vi) The exterior surface of such windows, window frames, window track, and windowsills 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 doorsills, 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 Limited Common Elements (as defined in Section 5 hereof) contained wholly or in part within such walls, partitions and dividers, and also excluding all Common Elements (as defined in Section 6 hereof);

(iii) Except for the exterior surfaces thereof, all doors, door frames, doorways, door hinges and doorsills, 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 doorsills wholly situated within the title lines of such Units;

(iv) Except for the exterior surfaces thereof, all windows, window frames, window tracks and windowsills which are set in the interior walls 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 baseboards located within such title lines;

(vii) The carpeting within such title lines;

(viii) And the heating/ventilation/air conditioning units, hot water heaters and such other fixtures, appliances,

machinery and equipment located wholly within such title lines and serve only such Unit;

(ix) All plumbing fixtures located wholly within such title lines and serving such Unit.

5. LIMITED COMMON ELEMENTS:

(a) The Limited Common Elements shall mean and include:

(i) All electrical equipment and wiring serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit;

(ii) The portion of the master television antenna connection system serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit;

(iii) The air conditioning, heating and ventilating ducts serving only one (1) Unit and located partially within and partially outside the title line of such Unit;

(iv) The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving only one (1) Unit and located partially within and partially outside the title lines of such Unit;

(v) All other parts of the condominium Building and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit;

(vi) Balconies. Each Unit shall include the appurtenant right to the exclusive use of the balcony bearing that Unit designation on the Declaration Plans.

6. COMMON ELEMENTS, PERCENTAGE INTEREST OF UNIT OWNERS:

(a) The Common Elements shall mean and include:

(i) The land, the air space above the condominium Building and said land, and those portions of the condominium 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(a) and 4(b) hereinabove, and which portions are not designated as Limited Common Elements pursuant to Section 5 hereinabove.

(ii) The following parts of the Building: foundations; structural parts, supports, columns; beams; the masonry part of all interior masonry walls and exterior walls;

the non-masonry interior walls between Units and interior corridors, stairwells, and/or entrance halls (except that the surface of the wallboard or plaster on the Unit-side of such walls shall be part of the adjacent Unit and not part of the Common Elements); except for the Unit-side surface thereof, the masonry floor of each Unit and the masonry ceiling above each Unit; all parts of the Building above the wallboard ceiling of a Unit on the top floor of the Building except for such items as are made part of a Unit pursuant to sections 4(b) or 4(c) hereof; all portions of the Building below the upper surface of the concrete slab floor of the first floor level of such Building; corridors; stairwells; Building entrance halls; roofs; all fresh water, discharged water and sewer lines and associated equipment serving the Common Elements or more than one (1) Unit or both; and electric and telephone wires, cables, lines, pipes, fixtures, meters and/or equipment serving the Common Elements or more than one (1) Unit or both.

(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 portions or other parts or elements of the land or the Building necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Declaration Plan made a part of a Unit or designated as Limited Common Elements, 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 Unit-side surface of a designated part of the Building, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of applying and removing paint, wallpaper or both to and from such surface and otherwise decorating, cleaning and maintaining the same, it being understood and agreed that the Executive Board, acting on behalf of all Unit owners, shall, at all times while this Declaration is in effect, retain the rights and duty to maintain, clean, repair or replace the balance of the walls, floors and ceilings, of which said Unit-side surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit owner's aforesaid easement and right to use the Unit-side surface thereof.

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(viii) 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 hereby declared, that the Board acting on behalf of all Unit owners, shall, at all times while this Declaration is in effect, replace and/or paint the same in accordance with instructions of the Board and at the expense of the Association. Except as provided in Section 6(e), the Unit owner shall be responsible only for the cleaning of said exterior surfaces at the expense of such Unit owner.

(b) Other Common Elements:

(i) The portions of Convertible and Withdrawable Real Estate until such portion or portions are converted into Units or Limited Common Elements or both or are withdrawn from the Condominium Property as provided in Section 2 hereof.

(c) The Percentage of Undivided Interest in the Common Elements in fee simple appurtenant to each Unit shall be as set forth in Exhibit E annexed hereto and, except as otherwise provided herein or in the Code of Regulations, such percentage shall not be altered except by the conversion of portions of Convertible Real Estate by the Declarant or by the recording of an amended Declaration duly executed by all of the Unit owners affected thereby. (For purposes of this subparagraph (c), "all of the Unit owners affected thereby" is defined as only those Unit owners at the time of said amendment to this Declaration.)

(d) 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 Uniform Condominium Act, or by this Declaration or the Code of Regulations.

(iv) Insurance premiums for any insurance coverage as set forth in Sections 1 and 2 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.

- (e) **Expense Associated with Limited Common Elements.** Any expense associated with the maintenance, repair or replacement of a Limited Common Element shall be treated as and paid for as part of the Common Expenses of the Common Elements; provided, however, that should said maintenance, repair or replacement be required as the result of the negligence or misuse of a Unit owner, his family, guests or invitees, said Unit owner shall be responsible therefor and the Executive Board shall have the right to levy an assessment against such Unit owner for the costs thereof, which assessment shall have the same force and effect as all other special assessments. Notwithstanding the foregoing, each Unit owner shall be responsible for the maintenance, care and preservation of the interior portions of such balcony appurtenant to such Unit, including the floor within said balcony and the fixed and/or sliding glass doors in the entrance way to said balcony.
- (f) **"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 Uniform Condominium Act or this Declaration or the Code of Regulations.
- (g) **"Common Profits"** means the excess, if any, of all Common Receipts over all Common Expenses during any fiscal year of the Condominium.
- (h) The Association shall have a lien on a Unit for any assessment levied against such Unit, or fines imposed against its Unit Owner, together with interest thereon as provided by law, from the time the assessment or fine becomes due. Any such lien against a Condominium Unit shall be subordinate to any recorded first mortgage.

7. EASEMENTS:

- (a) The Units, Limited Common Elements and Common Elements shall be, and are hereby made subject to, easements in favor of the appropriate utility companies for such utility services as are described 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 Executive Board and

the agents and employees of the Executive Board for the purpose of ingress, egress and regress (i) of pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and the Building entrance halls, corridors, lobbies, and stairwells, and (ii) of 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 and Limited Common Elements shall be and are hereby made subject to the following easements (in addition to any other easements set forth in this Declaration) in favor of the Unit or Units benefited thereby:
- (i) For the installation, repair, maintenance, use removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling or wall adjacent to a Unit which is part of the Common Elements; provided, that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like will not unreasonably interfere with any part of the Common Elements or impair or structurally weaken a portion of the Building; and
 - (ii) 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
 - (iii) 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 or Limited Common Element and which pass across or through a portion of the Common Elements.
 - (iv) An easement for the installation, repair, maintenance, use, removal and/or replacement of a sanitary sewer line which runs under all the Buildings constructed on the property described in Exhibit A.
- (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 Executive Board 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 Limited Common Elements and Common Elements situated in or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Limited Common Elements, Common Elements and/or Unit, for repairing, replacing and improving Limited Common Elements and 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 purposes as may be reasonably required to carry out its duties, it being understood and agreed that the Executive Board and its agents shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Executive Board'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 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 Executive Board, 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, Limited Common Elements 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 Executive

Board, 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, the Limited Common Elements 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, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.
- (i) Easements and rights of way of record affecting the Condominium Property are as follows:
- (i) Wilkinsburg-Penn Joint Water Authority right of way for 36 inch water line, proceedings 343 October Term 1947, Common Pleas Court of Allegheny County.
- (ii) That portion of premises taken from Penn-Lincoln Parkway and all slope rights, if any, appurtenant thereto.
- (iii) Order and Decree of the Court of Quarter Sessions of Allegheny County in Proceedings No. 146 and 1965 Miscellaneous Docket, relating to the detachment of a portion of the subject property from Churchill Borough and the annexation thereof of Wilkinsburg Borough, as it appears in Deed Book Volume 4551, page 301, and Deed Book Volume 4552, page 69, which Order as amended on April 16, 1979, and as recorded in Deed Book Volume 6106, page 817.
- (iv) Under and subject to all building restrictions, covenants running with the land and zoning and use restrictions as more fully set forth in all Court Orders referred to in No. iii hereof.
- (v) Under and subject to any agreements, terms and conditions contained in a certain writing or contract between Wickleffe C. Lyne, et ux, and Woodlawn Cemetery Association of Pittsburgh, Pennsylvania, dated February 28, 1903, which is unrecorded but referred to in Deed between said parties as recorded in Deed Book Volume 1248, page 229.
- (vi) Right of way for electric system from Amore Companies, Inc. to Duquesne Light Company dated December 9, 1980, and recorded in Deed Book Volume 6332, page 927.
- (vii) Right of way for telephone lines from Amore Companies, Inc., to The Bell Telephone Company of Pennsylvania

dated January 22, 1981, and recorded in Deed Book Volume 6345, page 337.

(viii) Right of way for 4 inch gas line through Beacon Hill from Amore Companies, Inc. to The Peoples Natural Gas Company dated January 26, 1981, and recorded in Deed Book Volume 6356, page 996.

(ix) Regulator site from Amore Companies, Inc. to The Peoples Natural Gas Company dated January 26, 1981, and recorded in Deed Book Volume 6356, page 1000.

(x) Right of way for water line from Amore Companies, Inc. to The Borough of Wilkinsburg dated March 20, 1981, and recorded in Deed Book, Volume 6358, page 296.

8. GENERAL PROVISIONS:

- (a) **Utilities:** Unless obtained by the Executive Board and designated as a Common Expense, all services furnished by any utility company or the Municipality 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 as set forth and described in 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 alterations, improvements, fixtures, and personalty therein 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 Executive Board; 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 Executive Board.

(g) **Purchase of Unit by Executive Board:** The Executive Board shall have the power and option to purchase a Unit for the common benefit, use and purpose of a "caretaker Unit". The decision of the Executive Board to purchase may be made without approval of the Unit Owners. The expenses of administration, maintenance and/or repair of said Unit shall be included in the Common Expenses, and shall be borne between unit owners in accordance with their respective percentage ownership.

9. **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 Executive Board and 75% of all Unit Owners:

- (a) Any Condominium Units may only be used for residential purposes and for no other purpose.
- (b) 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.

10. 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 Uniform Condominium 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 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 3312 of the Uniform Condominium Act, 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 unless 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 secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee and of the amount of the debt proposed to be so secured. When a Permitted Mortgage is delivered to the Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. 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 the Executive Board 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 the Executive Board during regular business hours at the Executive Board's office.

- (c) The Property is subject to the first lien of a mortgage with Century Federal Savings and Loan Association, 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 holder 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 unit except as provided in Section 3315 of the Uniform Condominium Act.

11. **RIGHTS OF FIRST MORTGAGEE:** The holder of a Permitted Mortgage, upon written request to the Executive Board, which request shall state the name and address of such Permitted Mortgagee, shall be entitled to timely written notice of:

- (a) Any proposed amendment of the Condominium Declaration effecting a change in (i) the boundaries of any unit or the exclusive Limited Common Elements appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any unit; (iii) the liability for common expenses appertaining to any unit; (iv) the number of votes in the Association appertaining to any unit; (v) the purposes to which any unit or the Common Elements are restricted; and
- (b) Any proposed termination of the Condominium; and
- (c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage by such Permitted Mortgagees; and
- (d) Any delinquency in the payment of assessments or charges owed by the owner of a Unit subject to the mortgage of such Permitted Mortgagee, when such delinquency has continued for a period of sixty (60) days; and

- (e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

12. **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 "F", 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 Executive Board or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Uniform Condominium 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 said documents and Rules and Regulations as they may be amended from time to time, shall entitle the Executive Board 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 Executive Board in any such action unless the Court first expressly finds that the Executive Board acted in bad faith.
- (c) **No Waiver of Rights:** The failure of the Declarant, or the Executive Board, or any Unit Owner to enforce any covenant, restriction or other provisions of the Uniform Condominium 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.

13. **AMENDMENTS:** Subject to the other provisions of this Declaration relative to amendment, particularly with respect to Withdrawable and Convertible Real Estate, 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 Executive Board or by twenty (20%) percent of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of seventy (70%) percent of the 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 seventy (70%) percent 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; no amendment shall change any Unit nor the percentage share in the Common Elements or Limited 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 (except as such percentage shares of Common Elements and Common Expenses may be increased or decreased by the Withdrawal or Conversion of Real Estate); and, further, no amendment shall materially amend any provisions of this Declaration, or add any material provisions hereto, without the approval of the holders of Permitted Mortgagees of at least fifty-one (51) percent of the Units, which amendment establishes, provides for, governs or regulates any of the following: (i) voting; (ii) assessments, assessment liens or subordination of such items; (iii) reserves for maintenance, repair and replacement of the Common Elements; (iv) insurance or fidelity bonds; (v) rights to the use of Common Elements; (vi) responsibility for maintenance and repair of the Common Elements, the Limited Common Elements and Units; (vii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey such Unit; or (viii) the establishment of self-management by the Association where professional management has been required by any of the agencies or corporations involved in the creation of the condominium or by the Declarant. 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 Executive Board, 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 ineffective or inconsistent with any other provision hereof or thereof or with the Uniform Condominium 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 Executive Board may effect an appropriate corrective amendment without the approval of Unit Owners upon its receipt of an opinion from independent counsel 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 adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

- (e) 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 Executive Board 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.

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

- (a) By Statute: As provided by the Uniform Condominium Act.
- (b) Destruction: In the event there is substantial destruction of all of the buildings and eighty (80%) percent 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 Executive Board 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 Executive Board executed by its President and Secretary certifying as to facts effecting 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 Uniform 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 in the same proportion of the fair market value of such Unit Owner's interest to the fair market value of the interest of all Unit Owners determined in accordance with Section 3220 of the Uniform Condominium Act. All funds held by the Executive Board 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 Uniform Condominium Act, then the Property may 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 the fair market value of their respective interests determined in accordance with Section 3220 of the Uniform Condominium Act; 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.

15. **PROVISIONS PERTAINING TO DECLARANT:** Notwithstanding any other provisions contained herein or in the Code of Regulations, 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 Declaration and the Code of Regulations, beginning sixty (60) days after the Unit has been completed.

- (a) The Declarant shall have control of the Beacon Hill Gardens Condominium Association from the date of the first conveyance of a Unit to a person other than the Declarant for a period of not exceeding seven (7) years; provided, however, that the period of Declarant control must terminate no later than one hundred eighty (180) days after the conveyance of seventy-five (75%) percent of the Units (including those Units reserved to be created within the Convertible Real Estate) to Unit Owners other than the Declarant. During the period of Declarant control, the Declarant, or persons designated by the Declarant, may appoint and remove officers and members of the Executive Board of the Beacon Hill Gardens Condominium Association. Notwithstanding the foregoing provisions, not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarant, not less than Thirty-Three and one-third (33 1/3%) percent of the members of the Executive Board of Beacon Hill Condominium Association shall be elected by Unit Owners other than the Declarant.
- (b) 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.
- (c) No amendment may be made to the Condominium Documents without the written consent of Declarant so long as Declarant retains the ownership of twenty-five (25%) percent or more Units.
- (d) 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.

16. 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 1/432 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 (\$2.00) Dollars per unit. The Developer will subsidize the expenses of the BEACON HILL RECREATION ASSOCIATION according to Schedule A. During the fiscal year, each unit that is completed, beginning with its first payment, shall pay the BEACON HILL RECREATION ASSOCIATION a \$2.00 monthly assessment. At the end of the fiscal year, the total sums to be credited or expensed to the membership shall be prorated according to Schedule A. For purposes of determining number of units constructed (Column One in Schedule A), this count shall be only those units that are required to pay assessments in July of the reporting fiscal year.

Schedule A

1 No. Units Constructed	2 Unit Owners' Share of Expenses	3 Developer's Share of Expenses
0 - 25	0	100%
26 - 107	33%	67%
108 - 215	67%	33%
216 - 432	100%	0

The amount of the assessment against each unit owner, or if against the Declarant, as provided for in this Section, shall be assessed by the Corporation as a lien against such Unit 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. From the time each assessment becomes due, the Corporation shall have 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 Declarant, and the Corporation shall be entitled to enforce the payment of said lien according to the laws of the Commonwealth of Pennsylvania and to make 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 Declarant, shall be subordinate to any recorded first mortgage 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 in part (a) the cost of any reconstruction, repair or replacement of a capital improve-

ment, including fixtures and personal property relating thereto, or (b) the expense of any other contingencies; provided that any such assessments shall have the approval 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.

17. **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.

18. **BEACON HILL GARDENS CONDOMINIUM ASSOCIATION.** As provided in the Code of Regulations, a condominium association, known as the BEACON HILL GARDENS CONDOMINIUM ASSOCIATION (hereinafter "Association"), shall be organized upon recordation of this Declaration to govern the management of the Condominium through an Executive Board. The membership of the Association shall consist exclusively of Unit Owners of Units of the Beacon Hill Gardens Condominium.

19. **EXECUTIVE BOARD OF THE ASSOCIATION: FIRST EXECUTIVE BOARD.** A board of natural individuals of the number stated in the Code of Regulations shall be known as the Executive Board and shall manage the business, operation and affairs of the Property on behalf of the Association. All members of the Executive Board must be residents of Pennsylvania. Upon the termination of Declarant control, at least a majority of the members of the Executive Board must be Unit Owners of Units contained in the Beacon Hill Gardens Condominium. The names of the first members of the Executive Board are:

- (a) Vincent A. Amore
- (b) Robert W. Amore
- (c) Vincent J. Amore
- (d) Len Bizyak

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

21. **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.

22. **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.

Vincent J. Amore
V.J. Secretary

By *Vincent A. Amore*
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this 9th day of March, 1982, 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 office

Marsha F. Potts
Notary Public



Marsha F. Potts, Notary Public
Monroeville Borough, Allegheny County
My Commission Expires Jan. 10, 1983
Member, Pennsylvania Association of Notaries

EXHIBIT A

DECLARATION OF BEACON HILL GARDENS CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION OF LOTS 3, 4 & 6

Lot No. 3

Beginning at a point on the southerly side of Penn Avenue, said point being North 73 degrees 19' 20" East of the center line of Beacon Hill Drive a distance of 264.13 feet, said point being common to Lot No. 1, Lot No. 3 and Penn Avenue in the Beacon Hill Plan of Lots, as recorded in Plan Book Vol. 112, pages 37 to 40, being referred to point of beginning; thence along Penn Avenue and Lot No. 3 North 73 degrees 19' 20" East a distance of 188.0 feet to a point; thence North 83 degrees 39' 20" East a distance of 127.84 feet; thence South 7 degrees 11' 30" East a distance of 949.24 feet to a point common to the property of Russell and Bertha Clarkson, Lot No. 3, Lot No. 8; thence along the dividing line of Lot No. 3 and Lot No. 8 South 79 degrees 53' 30" West a distance of 163.81 feet to a point on Beacon Hill Drive; thence along Beacon Hill Drive North 10 degrees 6' 30" West a distance of 220.00 feet to a point; thence continuing along Beacon Hill Drive by the arc of a circle, curving to the left, a radius of 325.00 feet, an arc distance of 191.70 feet to a point; thence by a curve to the right a radius of 25.00 feet, an arc distance of 35.69 feet to a point on Lot No. 3 and Penn Bridge Court; thence along Penn Bridge Court North 37 degrees 52' 59" East a distance of 20.17 feet to a point; thence by the arc of a circle, curving to the left, a radius of 225.00 feet, an arc distance of 177.01 feet to a point; thence continuing along Penn Bridge Court North 07 degrees 11' 30" West a distance of 307.00 feet to a point; thence South 82 degrees 48' 30" West a distance of 50.00 feet; thence along Penn Bridge Court South 07 degrees 11' 30" East a distance of 307.00 feet to a point; thence by the arc of a circle, curving to the right, a radius of 175.00 feet, an arc distance of 137.67 feet to a point common with Lot No. 1, Lot No. 3 and Penn Bridge Court; thence along the dividing line of Lot No. 1 and Lot No. 3 North 16 degrees 40' 40" West a distance of 436.20 feet to a point on Penn Avenue, aforesaid place of beginning having contained therein 4.558 acres.

Lot No. 4

Beginning at a point on Beacon Hill Drive, said point being common with Lot No. 5 and Lot No. 4 in the Beacon Hill Plan of Lots as recorded in Plan Book Volume 112, pages 37 to 40, hereby designated as point of beginning; thence along Beacon Hill Drive by the arc of a circle, curving to the right, a radius of 275.00 feet, an arc distance of 331.98 feet, to a point; thence South 10 degrees 06' 30" East a distance of 6.00 feet; thence by the arc of a cir-

cle, curving to the right, a radius of 25.00 feet, an arc distance of 39.27 feet, to a point on Light House Point; thence continuing along Light House Point and Lot No. 4 South 79 degrees 53' 30" West a distance of 29.17 feet; thence continuing along Light House Point by an arc of a circle, curving to the left, a radius of 250.00 feet, an arc distance of 283.63 feet to a point; thence by the arc of a circle, curving to the right, a radius of 25.00 feet, an arc distance of 38.58 feet to a point common to Lot No. 4 and Fairmont Street; thence along said Fairmont Street North 76 degrees 40' 45" West a distance of 171.19 feet to a point; thence continuing along Fairmont Street by the arc of a circle, curving to the left, a radius of 525.00 feet, an arc distance of 107.50 feet to a point; thence continuing along Fairmont Street North 88 degrees 24' 40" West a distance of 64.35 feet to point; thence by an arc curving to the right, a radius of 25.00 feet, an arc distance of 39.27 feet to a point on Fairmont Street; thence along Fairmont Street North 01 degrees 35' 20" East a distance of 384.15 feet to a point common to Lot No. 2, Lot No. 5 and Fairmont Street; thence along the dividing line of Lot No. 2 and Lot No. 5 North 73 degrees 19' 20" East a distance of 311.31 feet to a point on Beacon Hill Drive; thence along Beacon Hill Drive by the arc of a circle, curving to the left, a radius of 200.00 feet, an arc distance of 120.20 feet, to a point; thence to South 79 degrees 16' 30" East a distance of 5.22 feet; thence continuing along Beacon Hill Drive by the arc of a circle, curving to the right, a radius of 275.00 feet, an arc distance of 48.45 feet; thence along the dividing line of Lot No. 4 and Lot No. 5 South 23 degrees 56' 45" West a distance of 156.25 feet to a point; thence North 79 degrees 16' 30" West a distance of 176.26 feet; thence continuing along the dividing line of Lot No. 4 and Lot No. 5 South 73 degrees 19' 20" West a distance of 120.00 feet to a point; thence South 16 degrees 40' 40" East a distance of 98.50 feet; thence South 76 degrees 40' 45" East a distance of 205.96 feet to a point; thence North 49 degrees 48' 38" East a distance of 151.07 feet; thence North 40 degree 11' 22" West a distance of 44.23 feet; thence continuing along the dividing line of Lot No. 4 and Lot No. 5 North 23 degrees 56' 45" East a distance of 156.25 feet to a point, aforesaid place of beginning. Having therein contained 4.301 acres.

Lot No. 6

Beginning at a point on the easterly edge of Fairmont Street and property now or formerly owned by the Woodlawn Cemetary Association and as indicated in Plan Book Volume 112, pages 37 to 40: continuing South 88 degrees 24' 40" East a distance of 38.00 feet to a point on Fairmont Street and Lot No. 6 and heretofore deemed as place of beginning; then continuing along Fairmont Street South 88 degrees 24' 40" East a distance of 51.35 feet; thence continuing along Fairmont Street by the arc of a circle, curving to the right, a radius of 475.00 feet, an arc distance of 97.26 feet to a point; thence continuing along Fairmont Street South 76 degrees 40' 45" East a distance of 171.09 feet to a point; thence by the arc of a circle, curving to the right, a radius of 25 feet, an arc distance

of 39.27 feet to a point on Light House Point; thence continuing along Light House Point South 13 degrees 19' 15" West a distance of 297.20 feet to a point; thence by the arc of a circle, curving to the right, a radius of 25.00 feet, an arc distance of 23.55 feet, to a point; thence by the arc of a circle, curving to the left, a radius of 60.00 feet, an arc distance of 124.98 feet to a point on Light House Point and the property now or formerly owned by the Woodlawn Cemetary Association; thence along the dividing line of Lot No. 6 and the Woodlawn Cemetary Association property South 89 degrees 27' 20" West a distance of 149.52 feet to a point; thence continuing along the dividing line of Woodlawn Cemetary and Lot No. 6 North 01 degrees 35' 20" East a distance of 495.26 feet to a point, aforesaid place of beginning. Having therein contained 3.160 acres.

EXHIBIT B

DECLARATION OF BEACON HILL GARDENS CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION OF PHASES

PHASE 1 G.C. (707, 708)

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide), said point of beginning being N 10 degrees 06' 30" W a distance of 203.84 feet along Beacon Hill Drive from the line dividing lot numbers 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 N 10 degrees 06' 30" W a distance of 14.16 feet to a point; thence by same by a curve bearing to the left having a radius of 325.00 feet through an arc distance of 191.70 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 35.69 feet to a point on the easterly side of Penn Bridge Court (50 feet wide); thence by said easterly side of Penn Bridge Court N 37 degrees 52' 59" E a distance of 20.17 feet to a point; thence by same by a curve bearing to the left having a radius of 225.00 feet through an arc distance of 99.40 feet to a point; thence by a line through lot number 3 in said Beacon Hill Plan of Lots N 82 degrees 48' 30" E a distance of 169.31 feet to a point on the easterly line of said Beacon Hill Plan of Lots; thence by said easterly line S 07 degrees 11' 30" E a distance of 322.00 feet to a point; thence through lot number 3 in said plan S 82 degrees 48' 30" W a distance of 174.07 feet to the point of beginning.

Containing an area of 64,542.64 sq. ft. or 1.482 acres.

PHASE 2 G.C. (705, 706)

Beginning at a point at the northeasterly corner of lot number 3 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 northerly line of said lot number 3 S 83 degrees 39' 20" W a distance of 127.84 feet to a point on the southerly side of Penn Avenue (60 feet wide); thence by the southerly side of Penn Avenue S 73 degrees 19' 20" W a distance of 53.97 feet to a point; thence by a line through lot number 3 in the said Beacon Hill Plan of Lots S 07 degrees 11' 30" E a distance of 39.92 feet to the northerly terminus of Penn Bridge Court (50 feet wide); thence by said terminus N 82 degrees 48' 30" E a distance of 25.00 feet to a point on the easterly line of said Penn Bridge Court; thence by said easterly line S 07 degrees 11' 30" E a distance of 307.00 feet to a point; thence by same by a curve bearing to the right having a radius of 225.00 feet through an arc distance of 77.61 feet to a point;

thence by a line through lot number 3 in said Beacon Hill Plan of Lots N 82 degrees 48' 30" E a distance of 169.31 feet to a point on the easterly line of said Beacon Hill Plan of Lots; thence by said easterly line N 07 degrees 11' 30" W a distance of 430.00 feet to the point of beginning.

Containing an area of 68,595.86 sq. ft. or 1.575 acres.

PHASE 3-A G.C. (741)

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: N 10 degrees 06' 30" W a distance of 56.00 feet to a point; S 79 degrees 53' 30" W 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 S 10 degrees 06' 30" E a distance of 6.00 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 39.27 feet to a point on the northerly side of Light House Point; thence by said northerly line S 79 degrees 53' 30" W a distance of 29.17 feet to a point; thence by same by a curve bearing to the left having a radius of 250.00 feet through an arc distance of 67.79 feet to a point; thence by a line through lot number 4 and by the line dividing lot numbers 4 and 5 in said Beacon Hill Plan of Lots N 40 degrees 11' 22" W a distance of 149.98 feet to a corner common to said lot numbers 4 and 5; thence by a line dividing said lot numbers 4 and 5 N 23 degrees 56' 45" E a distance of 156.25 feet to a point on the westerly side of Beacon Hill Drive; thence by said westerly line by a curve bearing to the right having a radius of 275.00 feet, an arc distance of 253.51 feet, a chord bearing of S 36 degrees 31' 04" E and a chord distance of 244.63 feet to the point of beginning.

Containing an area of 32,120.58 sq. ft. or 0.737 acre.

PHASE 3-B G.C. (742)

Beginning at a point on the westerly side of Beacon Hill Drive (50 feet wide) at the line dividing Lot Numbers 4 and 5 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 westerly side of Beacon Hill Drive by a curve to the left having a radius of 275.00 feet, an arc distance of 48.45 feet, a chord bearing of N 74 degrees 13' 41" W and a chord distance of 48.38 feet to a point; thence by same N 79 degrees 16' 30" W a distance of 5.22 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 88.80 feet to a point; thence by a line through said Lot Number 4, S 22 degrees 52' 30" W a distance of 179.78 feet to a point on a line dividing Lot Numbers 4 and 5 in said Beacon Hill Plan; thence by said line

dividing Lot Numbers 4 and 5, S 79 degrees 16' 30" E a distance of 141.44 feet to a corner common to Lot Numbers 4 and 5; thence by same N 23 degrees 56' 45" E a distance of 156.25 feet to the point of beginning.

Containing an area of 22,868.86 square feet or 0.525 acre.

PHASE 4 G.C. (740)

Beginning at a point on the northerly side of Fairmont Street (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Fairmont Street 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: N 76 degrees 40' 45" W a distance of 162.17 feet to a point; N 13 degrees 19' 15" E a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the northerly line of Fairmont Street S 76 degrees 40' 45" E a distance of 125.17 feet to a point; thence by same by a curve bearing to the left having a radius of 25.00 feet through an arc distance of 38.58 feet to a point on the westerly side of Light House Point; thence by said westerly line by a curve bearing to the right having a radius of 250.00 feet through an arc distance of 215.84 feet to a point; thence by a line through lot number 4 in the previously mentioned Beacon Hill Plan of Lots N 40 degrees 11' 22" W a distance of 105.75 feet to a corner common to lot numbers 4 and 5 in said plan; thence by a line dividing said lot numbers 4 and 5 S 49 degrees 48' 38" W a distance of 151.07 feet to a corner common to said lot numbers 4 and 5; thence by same N 76 degrees 40' 45" W a distance of 58.00 feet to a point; thence by a line through said lot number 4 S 13 degrees 19' 15" W a distance of 153.29 feet to the point of beginning.

Containing an area of 36,028.02 sq. ft. or 0.827 acre.

PHASE 5 G.C. (737, 738)

Beginning at a point on the northerly side of Fairmont Street (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Fairmont Street 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: N 76 degrees 40' 45" W a distance of 162.17 feet to a point; N 13 degrees 19' 15" E a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the northerly line of Fairmont Street the following courses and distances: N 76 degrees 40' 45" W a distance of 46.02 feet to a point; by a curve bearing to the left having a radius of 525.00 feet through an arc distance of 107.50 feet to a point; N 88 degrees 24' 40" W a distance of 64.35 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 a point on the westerly line of the Beacon Hill Plan of Lots and the easterly line of Fairmont (40 feet wide); thence by said easterly line

of Fairmont Street N 01 degrees 35' 20" E a distance of 191.24 feet to a point; thence by a line through lot number 4 in the Beacon Hill Plan of Lots N 73 degrees 19' 20" E a distance of 112.02 feet to a corner common to lot numbers 4 and 5 in said plan; thence by a line dividing said lot numbers 4 and 5 S 16 degrees 40' 40" E a distance of 98.50 feet to a corner common to said lot numbers 4 and 5; thence by same S 76 degrees 40' 45" E a distance of 137.96 feet to a point; thence by a line through said lot number 4 S 13 degrees 19' 15" W a distance of 153.29 feet to the point of beginning.

Containing an area of 49,864.25 sq. ft. or 1.145 acres.

PHASE 6 G.C. (743, 744)

Beginning at a point on the westerly side of Beacon Hill Drive (50 feet wide) at the line dividing Lot Numbers 2 and 4 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 line dividing said Lot Numbers 2 and 4, S 73 degrees 19' 20" W a distance of 311.31 feet to a point on the westerly line of the Beacon Hill Plan of Lots and the easterly line of Fairmont Street (40 feet wide); thence by said easterly line of Fairmont Street S 01 degrees 35' 20" W a distance of 156.91 feet to a point; thence by a line through said Lot Number 4 and by the line dividing Lot Numbers 4 and 5 in said Plan N 73' 19' 20" E a distance of 232.02 feet to a corner common to said Lot Numbers 4 and 5; thence by a line dividing Lot Numbers 4 and 5, S 79 degrees 16' 30" E a distance of 34.82 feet to a point; thence by a line through Lot Number 4, N 22 degrees 52' 30" E a distance of 179.78 feet to a point on the westerly side of Beacon Hill Drive (50 feet wide); thence by said westerly side of Beacon Hill Drive by a curve to the right having a radius of 200.00 feet, an arc of 31.40 feet, a chord bearing of N 49 degrees 19' 57" W and a chord distance of 31.36 feet to the point of beginning.

Containing an area of 46,483.13 sq. ft. or 1.067 acres.

PHASE 7 G.C. (734, 735)

Beginning at a point on the southerly side of Fairmont Street (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Fairmont Street 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; N 76 degrees 40' 45" W a distance of 170.00 feet to a point; S 13 degrees 19' 15" W a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the southerly side of Fairmont Street S 76 degrees 40' 45" E a distance of 120.00 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 39.27 feet to a point on the westerly side of Light House Point; thence by said westerly line of Light

House Point S 13 degrees 19' 15" W a distance of 297.20 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 23.55 feet to a point; thence by same by a curve bearing to the left having a radius of 60.00 feet through an arc distance of 124.98 feet to a point on the line of lands now or formerly of Woodlawn Cemetary Association; thence by the line dividing lands now or formerly of Woodlawn Cemetary Association and lot number 6 in said Beacon Hill Plan of Lots S 89 degrees 27' 20" W a distance of 149.35 feet to a point; thence by a line through said lot number 6 N 13 degrees 19' 15" E a distance of 481.28 feet to the point of beginning.

Containing an area of 64,282.86 sq. ft. or 1.476 acres.

PHASE 8-A G.C. (704)

Beginning at a point on the southerly side of Penn Avenue (60 feet wide) at the dividing line between lot numbers 1 and 3 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 southerly side of Penn Avenue N 73 degrees 19' 20" E a distance of 134.03 feet to a point; thence by a line through said lot number 3 S 07 degrees 11' 30" E a distance of 39.92 feet to the northerly terminus of Penn Bridge Court (50 feet wide); thence by said terminus S 82 degrees 48' 30" W a distance of 25.00 feet to a point on the westerly line of said Penn Bridge Court; thence by said westerly line S 07 degrees 11' 30" E a distance of 307.00 feet to a point; thence by same by a curve bearing to the right having a radius of 175.00 feet through an arc distance of 113.12 feet to a point; thence by the line dividing the previously mentioned lot numbers 1 and 3 N 16 degrees 40' 40" W a distance of 436.20 feet to the point of beginning.

Containing an area of 31,374.01 sq. ft. or 0.720 acres.

PHASE 8-B G.C. (709)

Beginning at a point on the easterly side of Beacon Hill Drive (50 feet wide) at the dividing line between lot numbers 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 N 10 degrees 06' 30" W a distance of 205.84 feet to a point; thence by a line through said lot number 3 N 82 degrees 48' 30" E a distance of 174.07 feet to a point on the easterly line of said Beacon Hill Plan of Lots; thence by said easterly line S 07 degrees 11' 30" E a distance of 197.24 feet to a point at the line dividing the previously mentioned lot numbers 3 and 8; thence by said dividing line S 79 degrees 53' 30" W a distance of 163.81 feet to the point of beginning.

Containing an area of 34,026.05 sq. ft. or 0.781 acre.

PHASE 9 G.C. (736)

Beginning at a point on the southerly side of Fairmont Street (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Fairmont Street 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: N 76 degrees 40' 45" W a distance of 170.00 feet to a point; S 13 degrees 19' 15" W a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the southerly side of Fairmont Street N 76 degrees 40' 45" W a distance of 51.09 feet to a point; thence by same by a curve bearing to the left having a radius of 475.00 feet through an arc distance of 97.26 feet to a point; thence by same N 88 degrees 24' 40" W a distance of 51.35 feet to a point at the line dividing lot number 6 in the Beacon Hill Plan of Lots and land now or formerly of Woodlawn Cemetary Association; thence by said dividing line S 01 degrees 35' 20" W a distance of 495.26 feet to a point; thence by same N 89 degrees 27' 20" E a distance of 100.17 feet to a point; thence by a line through said lot number 6 N 13 degrees 19' 15" E a distance of 481.28 feet to the point of beginning.

Containing an area of 73,355.94 sq. ft. or 1.684 acres.

EXHIBIT C

DECLARATION OF BEACON HILL GARDENS CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION OF RECREATIONAL FACILITIES

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 Plan Book Volume 112, pages 37 to 40. Beginning at a point at the southerly side of Beacon Hill Drive, said point being common to Lot No. 4 and Lot No. 5; thence continuing along Beacon Hill Drive by the arc of a circle, curving to the right, a radius of 275.00 feet, an arc distance of 30.02 feet to a point; thence along the dividing line of Lot No. 4 and Lot No. 5 South 23 degrees 56' 45" West a distance of 156.25 feet; thence South 40 degrees 11' 22" East a distance of 44.23 feet; thence South 49 degrees 48' 38" West a distance of 151.07 feet; thence North 76 degrees 40' 45" West a distance of 205.96 feet; thence North 16 degrees 40' 40" West a distance of 98.50 feet; thence North 73 degrees 19' 20" East a distance of 120 feet; thence South 79 degrees 76' 30" East a distance of 176.26 feet; thence North 23 degrees 56' 45" East a distance of 156.25 feet to a point aforesaid place of beginning. Having contained therein 1.025 acres.

EXHIBIT D

DECLARATION OF BRACON HILL GARDENS CONDOMINIUM ASSOCIATION
LEGAL DESCRIPTION OF TOTAL DEVELOPMENT AREA

Beginning at a point at the intersection of the southerly line of Penn Avenue, a 60 foot street and the easterly line of Fairmont Street, a 40 foot street; thence by the southerly line of Penn Avenue North 73 degrees 19' 20" East a distance of 647.58 feet to a point; thence by the lands now or formerly of John N. Kuprok North 83 degrees 39' 20" East a distance of 127.84 feet to a point on the westerly line of the William Penn Court Plan of Lots Revised of record in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Vol. 35 page 147; thence by the said plan and the Grandview Plan of Lots Revised of record in said Recorder's Office in Plan Book Vol. 35 page 149 South 07 degrees 11' 30" East a distance of 1023.94 feet to a point at the northwesterly corner of the Parkway Court Plan of Lots No. 1 of record in said Recorder's Office in Plan Book Vol. 44 pages 60 and 61, said point also being an angle point in the Wilksburg-Churchill Borough Line; thence by the westerly line of said last-mentioned plan of lots and said Borough Line South 06 degrees 49' 30" East a distance of 694.03 feet to a point on the northerly right-of-way line of the Penn-Lincoln Parkway, Legislative Route 763; thence by the northerly line of the Penn-Lincoln Parkway the following courses and distances:

South 82 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 242.72 feet to a point;
South 45 degrees 41' 30" West a distance of 122.28 feet to a point;

thence through the lands of the Mortgagee herein the following courses and distances:

North 02 degrees 28' 40" West a distance of 566.17 feet to a point;
South 89 degrees 27' 20" West a distance of 396.00 feet to a point;
North 01 degrees 35' 20" East a distance of 495.25 feet to a point;
North 88 degrees 24' 40" West a distance of 38.00 feet to a point;

at the southerly terminus of Fairmont Street; thence by the easterly line of Fairmont Street North 01 degrees 35' 20" East a distance of 796.99 feet to the point of beginning.

Containing an area of 31.864 acres.

EXHIBIT E

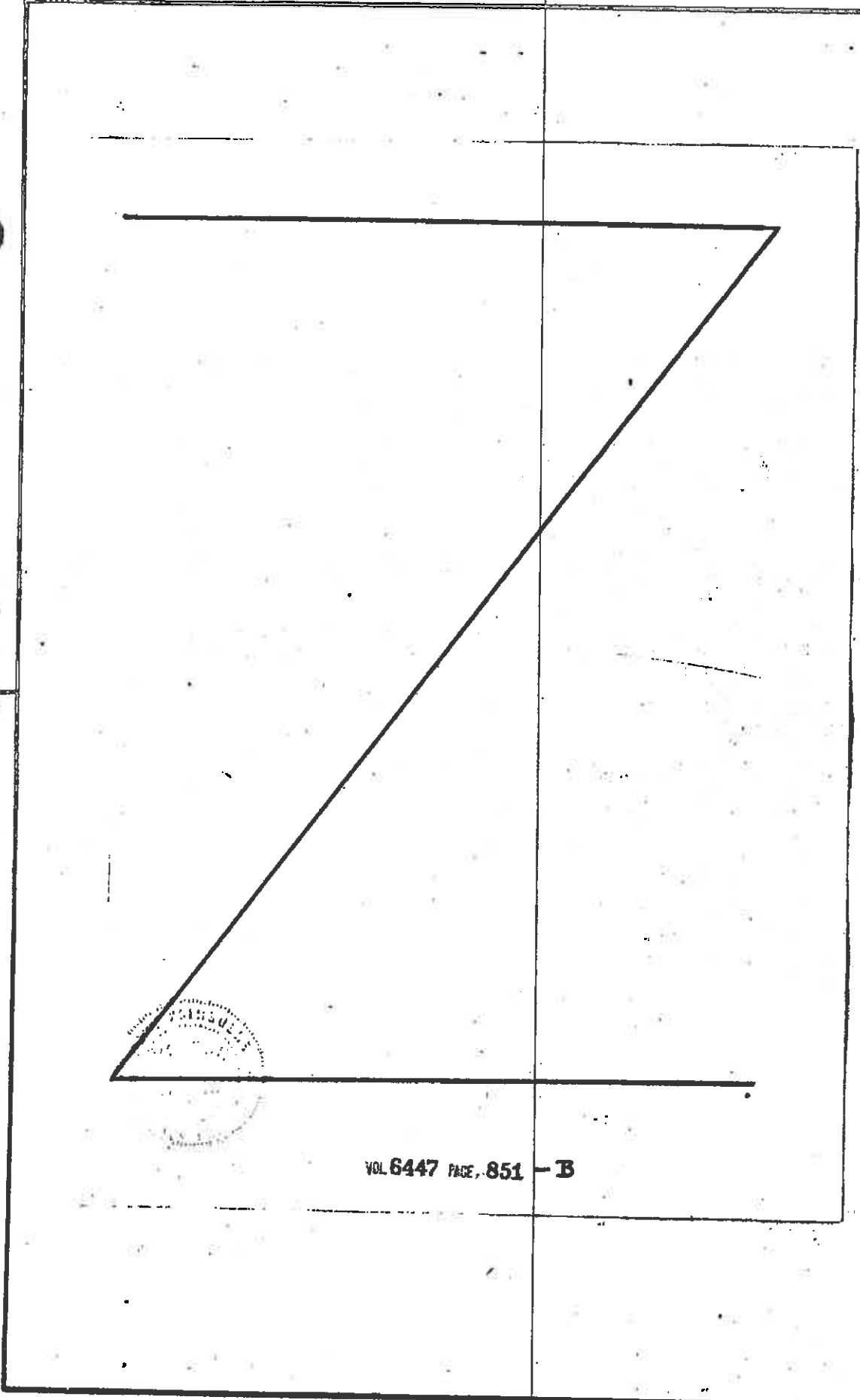
PERCENTAGE COMMON ELEMENT INTEREST

BEACON HILL GARDENS CONDOMINIUM

UNITS PER PHASE	PHASE 1	IF PHASES 1 & 2	IF PHASES 1, 2 & 3	IF PHASES 1, 2, 3 & 4	IF PHASES 1, 2, 3, 4 & 5
Phase 1 24 Units	4.167%	2.083%	1.389%	1.042%	0.833%
Phase 2 24 Units		2.083%	1.389%	1.042%	0.833%
Phase 3 24 Units			1.389%	1.042%	0.833%
Phase 4 24 Units				1.042%	0.833%
Phase 5 24 Units					0.833%
TOTAL %	100%	100%	100%	100%	100%
TOTAL UNITS	24	48	72	96	120

**PERCENTAGE COMMON ELEMENT INTEREST
BEACON HILL GARDENS CONDOMINIUM**

UNITS PER PHASE	IF PHASES 1, 2, 3, 4, 5 & 6	IF PHASES 1, 2, 3, 4, 5, 6 & 7	IF PHASES 1, 2, 3, 4, 5, 6, 7 & 8	IF PHASES 1, 2, 3, 4, 5, 6, 7, 8 & 9
Phase 1 24 units	0.694%	0.595%	0.505%	0.463%
Phase 2 24 units	0.694%	0.595%	0.505%	0.463%
Phase 3 24 units	0.694%	0.595%	0.505%	0.463%
Phase 4 24 units	0.694%	0.595%	0.505%	0.463%
Phase 5 24 units	0.694%	0.595%	0.505%	0.463%
Phase 6 24 units	0.694%	0.595%	0.505%	0.463%
Phase 7 24 units		0.595%	0.505%	0.463%
Phase 8 34 units			0.505%	0.463%
Phase 9 22 units				0.463%
TOTAL %	100%	100%	100%	100%
TOTAL UNITS	144	160	198	216



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RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
MAR 19 12 12 PM '82

Williamburg
MAR 19 82 11997

DECLARATION OF CONDOMINIUM
OF BEACON HILL
GARDENS CONDOMINIUM

HP
[Handwritten Signature]

Alan Papernick, Esq. -ire
PAPERICK AND GERSKY
ATTORNEYS AT LAW
A Professional Corporation
Northern Pike Pavilion
Monroeville, Pa. 15146
(412) 373-2212

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 9th
DAY OF March A.D., 19 82 IN Deed.....
BOOK VOL. 5447... PAGE 812
WITNESS MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.



Michael J. Kelly..... RECORDER

VS: 6447 PAGE 852

This Indenture

Made the 12th day of February 1982

Between HILL TOP DEVELOPERS, INC.

a Corporation organized and existing under the laws of State of California
having its principal place of business in Bakarafield, California

(hereinafter called "Grantor")

A N D

REDWOOD ESTATES, a limited partnership organized under the laws of the
Commonwealth of Pennsylvania, (hereinafter called "Grantee")

(Witnesseth), That the said Grantor in consideration of

30 Two Hundred Twenty-Eight Thousand (\$228,000.00) Dollars,

paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell
and convey to the said Grantee, its successors and assigns

All that certain lot or piece of ground situated in the Township of North Fayette,
County of Allegheny and Commonwealth of Pennsylvania, being more particularly
bounded and described as follows, to-wit:

BEGINNING on the dividing line of property now or formerly of A. Sollinger and
land formerly owned by Corporation R Inc., said point of beginning being located
the following two courses and distances from a point on Mahoney Road at the
northerly line of property now or formerly of B. Y. Leflander, North 15° 13' 40"
East, a distance of 100 feet to a point in Mahoney Road; thence along aforesaid
dividing line, North 80° 27' 30" West, a distance of 1,119.75 feet to a point,
said point being the point of beginning; thence continuing along said dividing
line North 80° 27' 30" West, a distance of 569.39 feet to a point; thence by the
same North 75° 49' 10" West, a distance of 831.95 feet to a point on the dividing
line of property herein conveyed and property now or formerly of Anna Moore;
thence along said dividing line North 12° 39' 00" East, a distance of 1,509.02 feet
to a point on the dividing line of land herein conveyed and property now or
formerly of W. E. McNeess; thence along said dividing line, North 86° 14' 05" East,
a distance of 912.38 feet to a point; thence by the same, North 4° 31' 00" West,
a distance of 2,281.84 feet to a point, said point being the common corner of
property herein described and property now or formerly Fotts, and property now or
formerly Sedwick thence along the dividing line of property herein conveyed and
property now or formerly Sadwick and Matters Plan of Lots the following two
courses and distances; South 72° 35' 50" East, a distance of 377.00 feet to a
point; thence by the same, North 46° 06' 30" East, a distance of 197.68 feet to
a point on the dividing line of property herein described and property now or
formerly Moon Industries, Inc.; thence along said dividing line, South 13° 45'
10" East, a distance of 248.40 feet to a point; thence by the same, South 51°
38' 40" East, a distance of 301.77 feet to a point; thence by the same, South
51° 25' 50" East, a distance of 311.92 feet to a point on line of land now or
formerly of A. Sollinger; thence through the lands now or formerly of A. Sollinger
South 3° 05' 20" East, a distance of 511.06 feet to a point; thence by the same,
North 86° 53' 40" East, a distance of 406.07 feet to a point on line of lands now
or formerly Moon Industries, Inc.; thence along said line, South 3° 05' 20" East
a distance of 810.47 feet to a point; thence through property of Hill Top

**AMENDMENT TO DECLARATION OF
BEACON HILL GARDENS CONDOMINIUM**

THIS AMENDMENT, made this 26th day of May, 1982, by AMORE COMPANIES, INC., a Pennsylvania corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** Pursuant to a certain Declaration executed by the Declarant on March 9, 1982, and recorded on March 19, 1982, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6447, page 813 as amended in Deed Book Volume 6461, page 518 (hereinafter referred to as the "Declaration"), the Declarant submitted to the condominium form of ownership and use in the manner provided by the Uniform Condominium Act, Act of July 2, 1980, P.L. 286, 68 Pa.C.S.A. Section 3101, et seq. (herein and therein called the "Uniform Condominium Act"), certain real estate described in Exhibit "A" to the Declaration (hereinafter referred to as the "Condominium Property"), said Condominium Property to be known as the Beacon Hill Gardens Condominium.

2. **TERMS NOT OTHERWISE DEFINED:** All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration and the Uniform Condominium Act.

3. **OPTION TO CONVERT CONVERTIBLE REAL ESTATE:** Pursuant to Section 1(f) of the Declaration, as amended, the Declarant reserved an option to create Units, Limited Common Elements or both, within any or all portions of Convertible and Withdrawable Real Estate, said Convertible and Withdrawable Real Estate being designated as Phase No. 3, Phase No. 4, Phase No. 5,

Phase No. 6, Phase No. 7, Phase No. 8 and Phase No. 9, said phases being further described in Exhibit "B" to the Declaration.

4. CREATION OF UNITS AND LIMITED COMMON ELEMENTS IN PHASE NO. 3: The Declarant now desires to create Units and Limited Common Elements within the portion of the Convertible Real Estate designated as Phase No. 3, Phase No. 3 being more particularly described in Exhibit "C," attached hereto and made a part hereof.

5. DECLARATION PLANS: The term "Declaration Plan" as defined in Section 3 of the Declaration shall henceforth mean the Plat and Plans for Beacon Hill Gardens Condominium and Certifications recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 122, page 19, the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominium, as recorded in Deed Book Volume 6461, page 552, and the Amended Declaration Plat to be recorded of even date herewith.

6. UNITS CREATED IN PHASE NO. 3: The portion of the Condominium Property designated in the Declaration and on the Declaration Plan and in Exhibit "L" to the Declaration as Phase No. 3 (also being described in Exhibit "C" attached hereto), will contain two (2), two and one-half (2-1/2) story condominium buildings, with each condominium building containing twelve (12) units, hereinafter collectively referred to as "Units" and individually referred to as a "Unit." Each Unit is identified on the Declaration Plan by a specific numerical designation. The terms "Unit" and "Units" as used herein and in the Declaration shall henceforth mean all Units contained in Phase No. 1, Phase No. 2 and Phase No. 3 of the Condominium Property.

7. LIMITED ELEMENTS: The Limited Common Elements contained in Phase No. 3 shall be as defined in Section 5 of the Declaration.

8. PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS: The Percentage of Undivided Interest in the Common Elements appurtenant to each Unit in Phase No. 1, Phase No. 2 and Phase No. 3 shall be 1.389 percent. When and if additional units are created within any or all of the portions of Convertible and Withdrawable Real Estate, the Percentage of Undivided Interest in the Common Elements shall be amended as shown in Exhibit "D," attached hereto and made hereof. Each Unit Owner's share of the Common Expenses shall be equal to the Percentage of the Undivided Interest in the Common Elements appurtenant to such Unit.

9. VOTES IN THE BEACON HILL GARDENS CONDOMINIUM ASSOCIATION: As set forth in Section 8 of the Code of Regulations for Beacon Hill Gardens Condominium, recorded in the Recorder's Office of Allegheny County in Deed Book Volume 5447, page 794, each Unit shall represent one vote in the Beacon Hill Gardens Condominium Association.

10. TERMS OF DECLARATION TO GOVERN: Except as specifically amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect, and such provisions, terms and conditions shall govern and define all rights and liabilities appurtenant to the Units hereby created.

11. AUTHORITY: This will further certify that this Amendment was adopted by the Declarant at a properly constituted meeting of the Board of Directors of AMORE COMPANIES, INC., held on the 1st day of March, 1982, whereby Vincent A. Amore, President, and Robert W. Amore, Secretary, were authorized and directed to execute this Amendment to Declaration of Beacon Hill Gardens Condominium.

PHASE 3-A G.C. (741)

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: N 10 degrees 06' 30" W a distance of 56.00 feet to a point; S 79 degrees 53' 30" W 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 S 10 degrees 06' 30" E a distance of 6.00 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 39.27 feet to a point on the northerly side of Light House Point; thence by said northerly line S 79 degrees 53' 30" W a distance of 29.17 feet to a point; thence by same by a curve bearing to the left having a radius of 250.00 feet through an arc distance of 67.79 feet to a point; thence by a line through lot number 4 and by the line dividing lot numbers 4 and 5 in said Beacon Hill Plan of Lots N 40 degrees 11' 22" W a distance of 149.98 feet to a corner common to said lot numbers 4 and 5; thence by a line dividing said lot numbers 4 and 5 N 23 degrees 56' 45" E a distance of 156.25 feet to a point on the westerly side of Beacon Hill Drive; thence by said westerly line by a curve bearing to the right having a radius of 275.00 feet, an arc distance of 253.51 feet, a chord bearing of S 36 degrees 31' 04" E and a chord distance of 244.63 feet to the point of beginning.

Containing an area of 32,120.58 sq. ft. or 0.737 acre.

PHASE 3-B G.C. (742)

Beginning at a point on the westerly side of Beacon Hill Drive (50 feet wide) at the line dividing Lot Numbers 4 and 5 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 westerly side of Beacon Hill Drive by a curve to the left having a radius of 275.00 feet, an arc distance of 48.45 feet, a chord bearing of N 74 degrees 13' 41" W and a chord distance of 48.38 feet to a point; thence by same N 79 degrees 16' 30" W a distance of 5.22 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 88.80 feet to a point; thence by a line through said Lot Number 4, S 22 degrees 52' 30" W a distance of 179.78 feet to a point on a line dividing Lot Numbers 4 and 5 in said Beacon Hill Plan; thence by said line dividing Lot Numbers 4 and 5, S 79 degrees 16' 30" E a distance of 141.44 feet to a corner common to Lot Numbers 4 and 5; thence by same N 23 degrees 56' 45" E a distance of 156.25 feet to the point of beginning.

Containing an area of 22,868.86 square feet or 0.525 acre.

EXHIBIT "C"

PERCENTAGE COMMON ELEMENT INTEREST
BEACON HILL GARDENS CONDOMINIUM

UNITS PER PHASE	IF PHASES PHASE 1	IF PHASES 1 & 2	IF PHASES 1, 2 & 3	IF PHASES 1, 2, 3 & 4	IF PHASES 1, 2, 3, 4 & 5
Phase 1 24 Units	4.167%	2.083%	1.389%	1.042%	0.833%
Phase 2 24 Units		2.083%	1.389%	1.042%	0.833%
Phase 3 24 Units			1.389%	1.042%	0.833%
Phase 4 24 Units				1.042%	0.833%
Phase 5 24 Units					0.833%
TOTAL %	100%	100%	100%	100%	100%
TOTAL UNITS	24	48	72	96	120

EXHIBIT "D"

PERCENTAGE COMMON ELEMENT INTEREST
BEACON HILL GARDENS CONDOMINIUM

UNITS PER PHASE	IF PHASES 1, 2, 3, 4, 5 & 6	IF PHASES 1, 2, 3, 4, 5, 6 & 7	IF PHASES 1, 2, 3, 4, 5, 6, 7 & 8	IF PHASES 1, 2, 3, 4, 5, 6, 7, 8 & 9
Phase 1 24 units	0.694%	0.595%	0.505%	0.463%
Phase 2 24 units	0.694%	0.595%	0.505%	0.463%
Phase 3 24 units	0.694%	0.595%	0.505%	0.463%
Phase 4 24 units	0.694%	0.595%	0.505%	0.463%
Phase 5 24 units	0.694%	0.595%	0.505%	0.463%
Phase 6 24 units	0.694%	0.595%	0.505%	0.463%
Phase 7 24 units		0.595%	0.505%	0.463%
Phase 8 34 units			0.505%	0.463%
Phase 9 22 units				0.463%
TOTAL %	100%	100%	100%	100%
TOTAL UNITS	144	168	198	216

THE UNDERSIGNED, as the holder of a Mortgage encumbering the Condominium Property in the Declaration of Beacon Hill Gardens Condominium, consents to foregoing Amendment to said Declaration, dated May 26, 1982, however, without undertaking any obligations or liabilities of the Declarant hereunder.

ATTEST:

CENTURY FEDERAL SAVINGS &
LOAN ASSOCIATION



Vice President

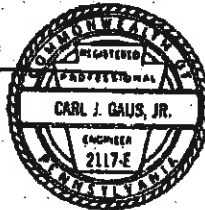
By: 

St. Vice President

**CERTIFICATE OF COMPLETION PURSUANT TO §3201(b) AND §3201(c)
OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT**

On this 26th day of May, 1982, the undersigned, a licensed professional engineer in the Commonwealth of Pennsylvania, License No. 2117-E, hereby certifies that all structural components and mechanical systems of all buildings contained or comprising any units created by the foregoing Amendment to the Declaration of Condominium of Beacon Hill Gardens Condominium, within Phase No. 3, Buildings 741 and 742 are substantially completed in accordance with the Declaration Plat and Plans for Beacon Hill Gardens Condominium recorded in the Recorder's Office of Allegheny County in Plan Book Volume 122, page 19, as amended in Deed Book Volume 6461, page 552, and the amended Declaration Plat and the Certification to Declaration Plat and Plans to be recorded of even date herewith; and the undersigned further certifies in accordance with Section 3201(c) of the Pennsylvania Uniform Condominium Act, Act of July 2, 1981, P.L. 286 that all Units comprising Buildings 741 and 742 are substantially completed.

Carl J. Gaus, Jr.
Carl J. Gaus, Jr.
Professional Engineer



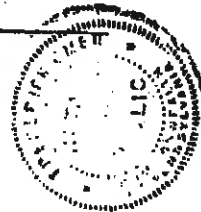
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) BE

On this 26th day of May, 1982, before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Carl J. Gaus, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Certification, and acknowledges that he executed the same for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires:

May 9-1985



MAY 20 82 26166

AMENDMENT TO DECLARATION OF
BEACON HILL GARDENS
CONDOMINIUM

BY:

Amore Companies, Inc.,
a Pennsylvania corporation,
"Declarant"

Brenda B. Betts, Esquire
PAPERBACK AND GESSKY
ATTORNEYS AT LAW
A Professional Corporation
Northern Pike Pavilion
Monroeville, Pa. 15146
(412) 373-2212

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 20th
DAY OF May..... A.D., 1982, IN Deed.....
BOOK VOL. 6480..... PAGE 321 WITNESS MY HAND AND
SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

Michael J. Kelly..... RECORDER



VL 6480 PAGE 330

AMENDMENT TO DECLARATION OF
BEACON HILL GARDENS CONDOMINIUM

THIS AMENDMENT, made this 9th day of July, 1982, by AMORE COMPANIES, INC., a Pennsylvania corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: Pursuant to a certain Declaration executed by the Declarant on March 9, 1982, and recorded on March 19, 1982, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6447, page 813, as amended in Deed Book Volume 6461, page 518, and Deed Book Volume 6480, page 321, (hereinafter referred to as the "Declaration"), the Declarant submitted to the condominium form of ownership and use in the manner provided by the Uniform Condominium Act, Act of July 2, 1980, P.L. 285, 68 Pa.C.S.A. Section 3101, et seq. (herein and therein called the "Uniform Condominium Act"), certain real estate described in Exhibit "A" to the Declaration (hereinafter referred to as the "Condominium Property"), said Condominium Property to be known as the Beacon Hill Gardens Condominium.

2. TERMS NOT OTHERWISE DEFINED: All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration and the Uniform Condominium Act.

3. OPTION TO CONVERT CONVERTIBLE REAL ESTATE: Pursuant to Section 1(f) of the Declaration, as amended, the Declarant reserved an option to create Units, Limited Common Elements or both, within any or all portions of Convertible and Withdrawable Real Estate, said Convertible and Withdrawable Real Estate being designated as Phase No. 4, Phase No. 5, Phase No. 6,

Phase No. 7, Phase No. 8 and Phase No. 9, said phases being further described in Exhibit "B" to the Declaration.

4. CREATION OF UNITS AND LIMITED COMMON ELEMENTS IN PHASE NO. 4: The Declarant now desires to create Units and Limited Common Elements within the portion of the Convertible Real Estate designated as Phase No. 4, Phase No. 4 being more particularly described in Exhibit "C," attached hereto and made a part hereof.

5. DECLARATION PLANS: The term "Declaration Plan" as defined in Section 3 of the Declaration shall henceforth mean the Plat and Plans for Beacon Hill Gardens Condominium and Certifications recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 122, page 19, the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominium, as recorded in Deed Book Volume 6461, page 552, the Amended Declaration Plat recorded in Plan Book Volume 122, page 134, the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominium, as recorded in Deed Book Volume 6480, page 235, and the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominium to be recorded of even dated herewith.

6. UNITS CREATED IN PHASE NO. 4: The portion of the Condominium Property designated in the Declaration and on the Declaration Plan and in Exhibit "B" to the Declaration as Phase No. 4 (also being described in Exhibit "C" attached hereto), will contain two (2), two and one-half (2-1/2) story condominium buildings, with each condominium building containing twelve (12) units, hereinafter collectively referred to as "Units" and individually referred to as a "Unit." Each Unit is identified on the Declaration Plan by a specific numerical designation. The terms "Unit" and "Units" as used herein and in the Declaration shall henceforth mean all Units contained in Phase No. 1, Phase No. 2, Phase No. 3 and Phase No. 4 of the Condominium Property.

7. LIMITED ELEMENTS: The Limited Common Elements contained in Phase No. 4 shall be as defined in Section 5 of the Declaration.

8. PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS: The Percentages of Undivided Interest in the Common Elements appurtenant to each Unit in Phase No. 1, Phase No. 2 and Phase No. 3 and Phase No. 4 shall be 1.042 percent. When and if additional units are created within any or all of the portions of Convertible and Withdrawable Real Estate, the Percentage of Undivided Interest in the Common Elements shall be amended as shown in Exhibit "D", attached hereto and made a part hereof. Each Unit Owner's share of the Common Expenses shall be equal to the Percentage of the Undivided Interest in the Common Elements appurtenant to such Unit.

9. VOTES IN THE BEACON HILL GARDENS CONDOMINIUM ASSOCIATION: As set forth in Section 8 of the Code of Regulations for Beacon Hill Gardens Condominium, recorded in the Recorder's Office of Allegheny County in Deed Book Volume 5447, page 794, each Unit shall represent one vote in the Beacon Hill Gardens Condominium Association.

10. TERMS OF DECLARATION TO GOVERN: Except as specifically amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect, and such provisions, terms and conditions shall govern and define all rights and liabilities appurtenant to the Units hereby created.

11. AUTHORITY: This will further certify that this Amendment was adopted by the Declarant at a property constituted meeting of the Board of Directors of AMORE COMPANIES, INC., held on the 1st day of March, 1982, whereby Vincent A. Amore, President, and Robert W. Amore, Secretary, were authorized and directed to execute this Amendment to Declaration of Beacon Hill Gardens Condominium.



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

AMORE COMPANIES, INC.,
a Pennsylvania corporation,

Robert W. Amore
Secretary

BY: Vincent A. Amore
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

On this 9th day of July, 1982,
before me a Notary Public, personally appeared VINCENT A. AMORE,
who acknowledged himself to be the President of Amore Companies,
Inc., a Pennsylvania corporation, and that, 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.

Martha F. Pett
Notary Public



MY COMMISSION EXPIRES:

Martha F. Pett, Notary Public
Monroeville Borough, Allegheny County
My Commission Expires Jan. 10, 1983
Member, Pennsylvania Association of Notaries

THE UNDERSIGNED, as the holder of a Mortgage encumbering the Condominium Property in the Declaration of Beacon Hill Gardens Condominium, consents to foregoing Amendment to said Declaration creating Units within Phase No. 4 of the Beacon Hill Gardens Condominium, however, without undertaking any obligations or liabilities of the Declarant hereunder.

ATTEST:



CENTURY FEDERAL SAVINGS &
LOAN ASSOCIATION

By: 

PHASE 4 G.C. (740)

Beginning at a point on the northerly side of Fairmont Street (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Fairmont Street 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: N 76 degrees 40' 45" W a distance of 162.17 feet to a point; N 13 degrees 19' 15" E a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the northerly line of Fairmont Street S 76 degrees 40' 45" E a distance of 125.17 feet to a point; thence by same by a curve bearing to the left having a radius of 25.00 feet through an arc distance of 38.58 feet to a point on the westerly side of Light House Point; thence by said westerly line by a curve bearing to the right having a radius of 250.00 feet through an arc distance of 215.84 feet to a point; thence by a line through lot number 4 in the previously mentioned Beacon Hill Plan of Lots N 40 degrees 11' 22" W a distance of 105.75 feet to a corner common to lot numbers 4 and 5 in said plan; thence by a line dividing said lot numbers 4 and 5 S 49 degrees 48' 38" W a distance of 151.07 feet to a corner common to said lot numbers 4 and 5; thence by same N 76 degrees 40' 45" W a distance of 68.00 feet to a point; thence by a line through said lot number 4 S 13 degrees 19' 15" W a distance of 153.29 feet to the point of beginning.

Containing an area of 36,028.02 sq. ft. or 0.827 acre.

Exhibit "C"

·VO. 6501 PAGE 199

**PERCENTAGE COMMON ELEMENT INTEREST
BEACON HILL GARDENS CONDOMINIUM**

UNITS PER PHASE	PHASE 1	IF PHASES 1 & 2	IF PHASES 1, 2 & 3	IF PHASES 1, 2, 3 & 4	IF PHASES 1, 2, 3, 4 & 5
Phase 1 24 Units	4.167%	2.083%	1.389%	1.042%	0.833%
Phase 2 24 Units		2.083%	1.389%	1.042%	0.833%
Phase 3 24 Units			1.389%	1.042%	0.833%
Phase 4 24 Units				1.042%	0.833%
Phase 5 24 Units					0.833%
TOTAL %	100%	100%	100%	100%	100%
TOTAL UNITS	24	48	72	96	120

EXHIBIT "D"

VOL. 6501 PAGE 200

PERCENTAGE COMMON ELEMENT INTEREST
BEACON HILL GARDENS CONDOMINIUM

UNITS PER PHASE	IF PHASES 1, 2, 3, 4, 5 & 6	IF PHASES 1, 2, 3, 4, 5, 6 & 7	IF PHASES 1, 2, 3, 4, 5, 6, 7 & 8	IF PHASES 1, 2, 3, 4, 5, 6, 7, 8 & 9
Phase 1 24 units	0.694%	0.595%	0.505%	0.463%
Phase 2 24 units	0.694%	0.595%	0.505%	0.463%
Phase 3 24 units	0.694%	0.595%	0.505%	0.463%
Phase 4 24 units	0.694%	0.595%	0.505%	0.463%
Phase 5 24 units	0.694%	0.595%	0.505%	0.463%
Phase 6 24 units	0.694%	0.595%	0.505%	0.463%
Phase 7 24 units		0.595%	0.505%	0.463%
Phase 8 34 units			0.505%	0.463%
Phase 9 22 units				0.463%
TOTAL %	100%	100%	100%	100%
TOTAL UNITS	144	168	198	216

JUL 9-82 3495Z

AMENDMENT TO DECLARATION OF
BEACON HILL GARDENS CONDOMINIUM

By:

AMORE COMPANIES, INC.,
a Pennsylvania corporation,
"Declarant"

Handwritten initials and date: H/S, 22 July 82

Allen Papernick, Esquire
PAPERNICK AND GEFSEY
ATTORNEYS AT LAW
A Professional Corporation
Northern Pike Pavilion
Montroseville, Pa. 15146
(412) 373-2212

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 9th
DAY OF July..... A D. 19 82, IN... Deed...
BOOK VOL. ... 6501... PAGE 193 WITNES MY HAND AND
SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

Michael J. Pella
RECORDER



REC'D
ALLEGHENY COUNTY
JUL 9 11 27 AM 1982

VOL 6501 PAGE 202

**AMENDMENT TO DECLARATION OF
BEACON HILL GARDENS CONDOMINIUM
PHASE V**

THIS AMENDMENT, made this 25th day of August, 1982, by ANORE COMPANIES, INC., a Pennsylvania corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** Pursuant to a certain Declaration executed by the Declarant on March 9, 1982, and recorded on March 19, 1982, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6447, page 813, as amended in Deed Book Volume 6461, page 518, and Deed Book Volume 6480, page 321, and in Deed Book Volume 6501, page 193, [note withdrawal recording data here], (hereinafter referred to as the "Declaration"), the Declarant submitted to the condominium form of ownership and use in the manner provided by the Uniform Condominium Act, Act of July 2, 1980, P.L. 286; 68 Pa.C.S.A. Section 3101, et seq. (herein and therein called the "Uniform Condominium Act"), certain real estate described in Exhibit "A" to the Declaration (hereinafter referred to as the "Condominium Property"), said Condominium Property to be known as the Beacon Hill Gardens Condominium.

2. **TERMS NOT OTHERWISE DEFINED:** All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration and the Uniform Condominium Act.

3. **OPTION TO CONVERT CONVERTIBLE REAL ESTATE:** Pursuant to Section 1(f) of the Declaration, as amended, the Declarant reserved an option to create Units, Limited Common Elements or both, within any of all portions of Convertible and Withdrawable Real Estate, said Convertible and Withdrawable Real Estate being designated as Phase No. 5 said phase being further described in Exhibit "B" to the Declaration.

4. **CREATION OF UNITS AND LIMITED COMMON ELEMENTS IN PHASE NO. 5:** The Declarant now desires to create Units and Limited Common Elements within the portion of the Convertible Real Estate designated as Phase No. 5, Phase No. 5 being more particularly described in Exhibit "C," attached hereto and made a part hereof.

5. **DECLARATION PLANS:** The term "Declaration Plan" as defined in Section 3 of the Declaration shall henceforth mean the Plat and Plans for Beacon Hill Gardens Condominium and Certifications recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 122, page 19, the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominiums, as recorded in Deed Book Volume 6461, page 552, the Amended Declaration Plat recorded in Plan Book Volume 122, page 134, the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominium, as recorded in Deed Book Volume 6480, page 235, the Certification to Declaration Plat and Plans as recorded in Deed Book Volume 6501, page 165, and the Certification to Declaration Plat and Plans of Beacon Hill Gardens Condominium to be recorded of even date herewith;

excluding, however, pursuant to the terms of the Amendment to the Declaration of Beacon Hill Gardens Condominium, recorded in Deed Book Volume 6519, page 137, Phase No. 6, Phase No. 7, Phase No. 8 and Phase No. 9.

6. UNITS CREATED IN PHASE NO. 5: The portion of the Condominium Property designated in the Declaration and on the Declaration Plan and in Exhibit "B" to the Declaration as Phase No. 5, will contain two (2), two and one-half (2-1/2) story condominium buildings, with each condominium building containing twelve (12) units, hereinafter collectively referred to as "Units" and individually referred to as a "Unit." Each Unit is identified on the Declaration Plan by a specific numerical designation. The terms "Unit" and "Units" are used herein and in the Declaration shall henceforth mean all Units contained in Phase No. 1, Phase No. 2, Phase No. 3, Phase No. 4 and Phase No. 5, of the Condominium Property.

7. LIMITED ELEMENTS: The Limited Common Elements contained in Phase No. 5 shall be defined in Section 5 of the Declaration.

8. PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS: The Percentage of Undivided Interest in the Common Elements appurtenant to each Unit in Phase No. 1, Phase No. 2, Phase No. 3, Phase No. 4, and Phase No. 5 shall be 0.833 percent.

9. VOTES IN THE BEACON HILL GARDENS CONDOMINIUM ASSOCIATION: As set forth in Section 8 of the Code of Regulations for Beacon Hill Gardens Condominium, recorded in the Recorder's Office of Allegheny County in Deed Book Volume 6447, page 794, each Unit shall represent one vote in the Beacon Hill Gardens Condominium Association.

10. TERMS OF DECLARATION TO GOVERN: Except as specifically amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect, and such provisions, terms and conditions shall govern and define all rights and liabilities appurtenant to the Units hereby created.

11. AUTHORITY: This will further certify that this Amendment was adopted by the Declarant at a properly constituted meeting of the Board of Directors of AMORE COMPANIES, INC., held on the 1st day of March, 1982, whereby Vincent A. Amore, President, and Robert W. Amore, Secretary, were authorized and directed to execute this Amendment of Declaration of Beacon Hill Gardens Condominium.

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

ATTEST:


Secretary
Robert W. Amore

AMORE COMPANIES, INC.,
a Pennsylvania corporation,

BY: 
President
Vincent A. Amore

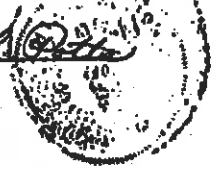
NO. 6524 PAGE 33

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this 25th day of August, 1982, before me a Notary Public, personally appeared VINCENT A. AMORE, who acknowledged himself to be the President of Amore Companies, Inc. a Pennsylvania corporation, and that, 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 have hereunto set my hand and official seal.

Marsha A. [Signature]
Notary Public



MY COMMISSION EXPIRES:

Marsha F. Pelt, Notary Public
Marionville Borough, Allegheny County
My Commission Expires Jan. 26, 1983
Member, Pennsylvania Association of Notaries

amend. to decl

3

EXHIBIT C

PHASE 5 G.C. (737, 738)

Beginning at a point on the northerly side of Fairmont Street (50 feet wide), said point being the following courses and distances from the intersection of the centerline of Fairmont Street 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: N 76 degrees 40' 45" W a distance of 162.17 feet to a point; N 13 degrees 19' 15" E a distance of 25.00 feet to the point of beginning; thence from said point of beginning by the northerly line of Fairmont Street the following courses and distances: N 76 degrees 40' 45" W a distance of 46.02 feet to a point; by a curve bearing to the left having a radius of 525.00 feet through an arc distance of 167.50 feet to a point; N 88 degrees 24' 40" W a distance of 64.35 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 a point on the westerly line of the Beacon Hill Plan of Lots and the easterly line of Fairmont (40 feet wide); thence by said easterly line of Fairmont Street N 01 degrees 35' 20" E a distance of 191.24 feet to a point; thence by a line through lot number 4 in the Beacon Hill Plan of Lots N 73 degrees 19' 20" E a distance of 112.02 feet to a corner common to lot numbers 4 and 5 in said plan; thence by a line dividing said lot numbers 4 and 5 S 16 degrees 40' 40" E a distance of 98.50 feet to a corner common to said lot numbers 4 and 5; thence by same S 76 degrees 40' 45" E a distance of 137.96 feet to a point; thence by a line through said lot number 4 S 13 degrees 19' 15" W a distance of 153.29 feet to the point of beginning.

Containing an area of 49,864.25 sq. ft. or 1.145 acres.

gc.exhibit.c

4

CV. 6524 ME, 35

THE UNDERSIGNED, as holder of a Mortgage encumbering the
Condominium Property in the Declaration of Beacon Hill Gardens Condominium,
consent to foregoing Amendment to said Declaration creating Units within
Phase No. 5 of the Beacon Hill Gardens Condominium; however, without under-
taking any obligations or liabilities of the Declarant hereunder.




CENTURY FEDERAL SAVINGS & LOAN
ASSOCIATION

By: _____

A handwritten signature in black ink, written over a horizontal line.

**PHASE 5 BEACON HILL GARDENS CONDOMINIUM
 CERTIFICATE OF COMPLETION PURSUANT TO §3201(b) AND §3201(c)
 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT**

On this 25th day of August, 1982, the undersigned a licensed professional engineer in the Commonwealth of Pennsylvania, License No. 2117-E, hereby certifies that all structural components and mechanical systems of all buildings contained or comprising any units created by the foregoing Amendment to the Declaration of Condominium of Beacon Hill Gardens Condominium, within Phase No. 5, Buildings 737 and 738 are substantially completed in accordance with the Declaration Plat and Plans for Beacon Hill Gardens Condominium recorded in the Recorder's Office of Allegheny County in Plan Book Volume 122, page 19, as amended in Deed Book Volume 6461, page 552, and in the amended Declaration Plat as recorded in Plan Book Volume 122, page 134, the Certification to Declaration Plat and Plans as recorded in Deed Book Volume 6480, page 235, the Certification to Declaration Plat and Plans as recorded in Deed Book Volume 6501, page 165, and the Certification to Declaration Plat and Plans to be recorded of even date herewith; and the Undersigned further certifies in accordance with §3201(c) of the Pennsylvania Uniform Condominium Act, Act of July 2, 1981, P.L. 286, that all Units comprising Buildings 737 and 738 in Phase No. 5 are substantially complete.


 Carl J. Gause, Jr.
 Professional Engineer



COMMONWEALTH OF PENNSYLVANIA)
) SS
 COUNTY OF ALLEGHENY)


On this 25th day of August, 1982, before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Carl J. Gause, Jr. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Certification, and acknowledges that he executed the same for the purposes therein contained.


 Notary Public

My Commission Expires: May 7, 1985



RUG-25-82 44739

AMENDMENT TO DECLARATION OF BEACON HILL GARDENS CONDOMINIUM PHASE V	By: AMORE COMPANIES, INC., "Declarant"		Also Papernick, Esquire PAPERICK AND GRESKY ATTORNEYS AT LAW A Professional Corporation Northern Pike Pavilion Monaca, Pa. 15146 (412) 373-2212
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STATE OF PENNSYLVANIA)
 COUNTY OF ALLEGHENY) S.S.
 RECORDED IN THE OFFICE FOR THE RECORDING OF
 DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 25th
 DAY OF August A D. 1982 IN Deed ...
 BOOK VOL. 6524 PAGE 30 WITNESS MY HAND AND
 SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.
Michael J. Kelly RECORDER

