

DECLARATION OF CONDOMINIUM

ESTABLISHING BON VIEW MANOR, A CONDOMINIUM

This Declaration, made and entered into this 2nd
day of November, 1978, by Langderson Associates,
a general partnership consisting of Robert P. Lang and Evelyn D.
Lang, his wife, and Douglas Anderson and Joan P. Anderson, his
wife, hereinafter referred to as the "Developer", for itself, its
successors, grantees and assigns:

W I T N E S S E T H :

WHEREAS, the Developer is the record owner of a
certain parcel of real estate located in the Township of Moon
County of Allegheny, Commonwealth of Pennsylvania, more particu-
larly described as follows:

ALL that certain lot or piece of ground situate in the
Township of Moon, County of Allegheny and Commonwealth of
Pennsylvania, bounded and described as follows;

BEGINNING at a point in the center line of Broadhead Road
at the point where the center line is intersected by the Southerly
line of land conveyed to Lewis E. McCartney, by deed from
Daniel M. McCartney, et ux; thence along the center line of said
road, South 15°46' East a distance of 70 feet to a point on the
line of property now or formerly of H.L. Morris; thence along
the line of property now or formerly of Daniel M. McCartney and
now of H.L. Morris, South 74°14' West a distance of 585.90 feet
to a post; thence along the line of other property now or former-
ly of Daniel M. McCartney North 32°27' West a distance of 73.08
feet to the line of property formerly of Louis E. McCartney and
now or formerly of E. Lay; thence along said line North 74°14' East
a distance of 606.88 feet to the place of beginning.

HAVING erected thereon a two-story duplex and row of ten
two-story townhouses.

WHEREAS, Developer is the owner of certain townhouse buildings and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises; and,

WHEREAS, Developer intends to and does hereby submit the above described real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania; subject however to a loan/mortgage given by Developer to Second Federal Savings and Loan Association, in the sum of TWO HUNDRED NINETY THOUSAND (\$290,000) DOLLARS and date September 28 1978.

WHEREAS, Developer is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and,

WHEREAS, Developer desires and intends that the several owners, mortgages, occupants and any other person hereafter acquiring any interest in said Property shall, at all times, enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, the Developer, as the record owner of the above described real estate and for the purposes above set forth, hereby declares as follows:

1. DEFINITIONS: For the purpose of this Declaration, the following definitions shall control:

- I. "Unit Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- J. "Majority" or "Majority of the Unit Owners" shall mean the owners of more than fifty (50%) percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.
- K. "Unit Ownership" shall mean a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- L. "Declaration Plan" shall mean the plan of Scheffler Engineering Company dated the 31st day of October, 1978 showing all Units in the Property submitted to the provisions of the Act, which Plan is attached hereto as Exhibit "A" and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration.
- M. "Building" shall mean the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Declaration Plan.
- N. "Association" shall mean the organization of the collective Unit Owners established to manage the affairs of the Property.
- O. "Code of Regulations" shall mean the by-laws or rules of the Association, which Code of

Regulations is attached hereto as Exhibit "B" and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration.

2. NAME: The name by which the Property will be known is: Bon View Manor, a Condominium.

3. SUBMISSION OF PROPERTY TO ACT: The Developer hereby submits the Property to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania.

4. DECLARATION PLAN: The Property is to consist of the Units, the Limited Common Elements and the Common Elements (as those terms are defined in Section 1 hereof) shown on the Declaration Plan, which Plan is attached hereto as Exhibit "A" and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration in the Recorder of Deeds Office of Allegheny County, Pennsylvania.

5. DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS:

A. UNITS: Each Unit is identified by a specific number on the Declaration Plan referred to in Section 4 and no Unit bears the same designation as any other Unit. The boundary lines of each Unit so identified are the interior surfaces of its perimeter walls, bearing wall, basement floors, top story ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed.

B. COMMON ELEMENTS: The Common Elements shall consist of all the Property other than those portions of the buildings which are included within the Units, as set forth above, and the Limited Common Elements, hereinafter set forth, including without limitation all land and all portions of the Property not located within

any Unit; and also including but not by way of limitation, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, sewage lines, bearing walls, perimeter walls, columns and girders, to the interior surfaces thereof, regardless of location, greens, streets, and facilities, tot lots, all installations of power, lights, gas, hot and cold water and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

C. LIMITED COMMON ELEMENTS: The Limited Common Elements shall consist of any and all stairways, entrances, balconies, decks, patios, storage areas, designated by the Association as such. All areas so designated are reserved for the exclusive use of the Unit or Units to which they are adjacent or to which they are declared to be appurtenant by the appropriate designation. Each such Limited Common Element, however, is subject to and governed by the provisions of the Act, this Declaration and Code of Regulations and rules and regulations of the Association.

6. OWNERSHIP OF THE COMMON ELEMENTS: Each Unit Owner shall be entitled to that percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit "C" and by reference incorporated herein and made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective

Units as set forth in Exhibit "C" shall remain constant unless amended in writing by all the Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "C". The ownership of each Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated except as provided for in the Unit Property Act.

7. USE OF THE COMMON ELEMENTS AND LIMITED COMMON

ELEMENTS: Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the Code of Regulations and the rules and regulations of the Association as hereinafter described. The Association shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the Code of Regulations. The Association shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and Code of Regulations, including specifically, but not by way of limitation, common parking areas, laundry areas, storage areas, and recreational areas.

8. COMMON EXPENSES: Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses or assessments incurred in conformance with the Declaration and Code of Regulations or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "Common Expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Code of Regulations. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, said lien to be subordinate to the lien of a prior recorded first mortgage, except for the proportionate share of common expenses which become due and payable from and after the date on which the mortgage owner either takes possession of, accepts a conveyance to (other than as a security interest) or files a mortgage foreclosure suit against the Unit.

9. ASSOCIATION: Prior to or contemporaneously with the date of the within instrument and the recording thereof, there has been formed Bon View Manor, a Condominium, a non-profit corporation under the Non-Profit Corporation Act of the Commonwealth of Pennsylvania, which corporation (hereinabove and hereinafter referred to as the "Association") shall be the governing body for all of the Unit Owners with respect to the administration, maintenance, repair and replacement of the Property as provided by the Act, this Declaration, and the Code of Regulations. The Board of Directors of the Association shall constitute the Council referred to in the Unit Property Act. The original Board of Directors shall be composed of Robert P. Lang, Evelyn D. Lang and Douglas Anderson, and they shall serve until their successors are elected as provided for in the Code of Regulations.

10. MEMBERSHIP IN ASSOCIATION: Each Unit Owner shall automatically become a member of the Association when he acquires an ownership interest in a Unit and thereafter continues as a member until such ownership interest terminates. Upon the termination of the interest of a Unit Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner succeeding him in interest.

The aggregate number of votes for all members of the Association shall be One Hundred (100), which shall be divided among the members in the same ratio as their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "C".

11. CODE OF REGULATIONS: The administration, regulation and management of the Property shall be governed by, and the maintenance and repair of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in the Code of Regulations established pursuant to the Act. A copy of the Code of Regulations of the Association is attached hereto and made a part hereof as Exhibit "B" and by reference incorporated herein as if fully set forth herein.

12. BOARD'S DETERMINATION BINDING: In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or Code of Regulations, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

13. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with his respective ownership in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

14. SEPARATE REAL ESTATE TAXES: It is understood that real estate taxes are to be separately assessed and taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately assessed and/or taxed to each Unit Owner, but are assessed and/or taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. No forfeiture or sale of any Unit for delinquent taxes, assessment or other governmental charge shall divest in or in any way affect the title to any other Condominium Unit.

15. UTILITIES: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

16. INSURANCE:

A. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurance replacement cost of the Common Elements and the Units. Premiums for such insurance shall be Common Expenses.

Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration.

The Board may engage the services of any bank or trust company authorized to do trust

business in Pennsylvania to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act or this Declaration. The fees of such corporate trustee shall be a Common Expense. In the event of any loss in excess of \$30,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The Board shall consult with any mortgagees so involved.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Unit or the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgagee clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.

Payment by an insurance company to the Board or to such corporate trustee of the

proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee

- B. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

C. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

D. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the manager and agent of the Building, if any, and their respective employees and agents for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

17. INDEMNITY: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

18. MAINTENANCE RESPONSIBILITY: The Unit Owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceiling and floors (including carpeting, tile, wallpaper paint or other covering), internal installation repair and maintenance of the Unit such as water, light, gas, power, sewer, telephone, air conditioning, garbage disposals, doors, windows and window panes, lamps and accessories, all appurtenant Limited Common Elements, as well as all fixtures and appliances, whether the same are Common Elements or not, located within such Owner's Unit. Further, each Unit Owner shall be responsible for the maintenance, cleaning, repair and replacement of all windows of his Unit and also the doors leading onto the porches, patios, driveways, balconies and decks adjacent to his Unit including the exterior of each.

Maintenance, repairs and replacements of the Common Elements not required of the owner shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board; provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all of the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsibility shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owners, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any

extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the rules and regulations of the Association.

To the extent that equipment, facilities, utilities and fixtures within any Unit or Units shall be connected to similar equipments, facilities, or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements of any equipment facilities or fixtures affecting or serving other Units or the Common Elements.

19. ALTERATIONS, ADDITIONS OR IMPROVEMENT: No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as Common Expenses the Board shall not approve such

alterations, improvements or additions requiring an expenditure in excess of \$10,000.00 without the approval of Unit Owners owning not less than seventy-five (75%) percent in the aggregate in interest of the undivided ownership of the Common Elements.

20. DECORATING: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window sheers, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit as shown on the Plan, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition as his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redoracting of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expense.

21. ENCROACHMENTS: If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements or any other Units, as the Common Elements and Units are shown by the surveys comprising the Plan attached hereto as Exhibit "A", there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the Respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

22. USE AND OCCUPANCY RESTRICTIONS: No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit. However, the Developer shall have the right to use any unsold Units for any purposes connected with the sale and promotion of the Units, or other purposes set forth in this Declaration or the Code of Regulations.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units.

23. RESERVATION OF EASEMENTS, EXCEPTIONS AND EXCLUSIONS: Developer reserves to himself and hereby grants to the Association the right to establish from time to time by dedication or otherwise, utility and other easements in areas other than within units, for purposes including but not limited to paths, walkways, drainage or recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions consistent with the condominium ownership of the Property to the best interest of all the Owners and the Association in order to serve all the Owners within the Property. No such easement for ducts, shafts, flues or conduit installation shall alter the exterior design and appearance of the condominium buildings.

24. FURTHER RESERVATION: Developer hereby reserves to it and for future Unit Owners of all future condominium projects or developments to be located on or near the property above described, a perpetual easement and right of way and access over, upon and across the Property for construction, utilities, drainage, ingress and egress and for use of common

areas either now defined or hereinafter to be defined. The location of said easements and right of way may be made certain by the Developer or the Association by recorded document.

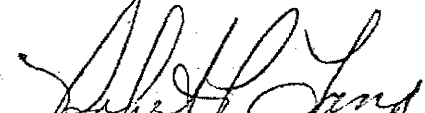
25. REVOCATION: This Declaration shall not be revoked unless all the Unit owners and all the holders of any recorded First Mortgage covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded.

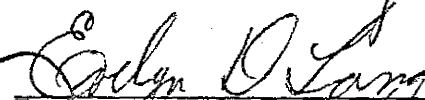
26. AMENDMENT: This Declaration shall not be amended, except as otherwise herein provided, unless the Unit Owners representing an aggregate ownership interest of seventy-five (75%) percent or more of the Common Elements and all of the holders or any recorded First Mortgage covering or affecting any or all Condominium Units unanimously consent and agree to such amendment by instrument(s) duly recorded.

27. SEVERABILITY: If any provision of the Declaration or Code of Regulations or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and Code of Regulations and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.


IN WITNESS WHEREOF, Langderson Associates has caused the execution of this instrument this 2nd day of November, 1978.

LANGDERSON ASSOCIATES


Robert P. Lang


Evelyn V. Lang

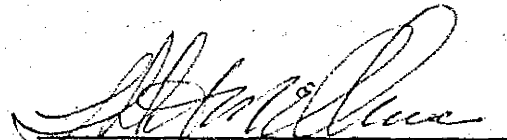

Douglas Anderson


Joan P. Anderson

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 2nd day of November, 1978,
before me a Notary Public, the undersigned officer, personally
appeared Robert P. Lang, Evelyn D. Lang, Douglas Anderson,
and Joan P. Anderson, who acknowledged themselves to be the
Partners of Langerson Associates, a general partnership,
and that, they as such Partners, being authorized to do so,
executed the foregoing instrument for the purposes therein
contained by signing the name of the partnership as Partners.

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


Notary Public

CHARLES K. McROSE, NOTARY PUBLIC
HOPEWELL TOWNSHIP, BEAVER COUNTY
MY COMMISSION EXPIRES APRIL 11, 1981
Member, Pennsylvania Notary Association

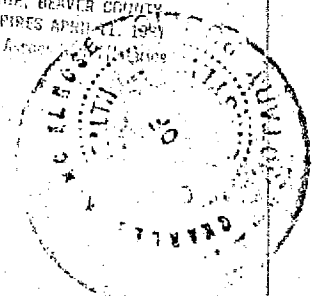


EXHIBIT C.

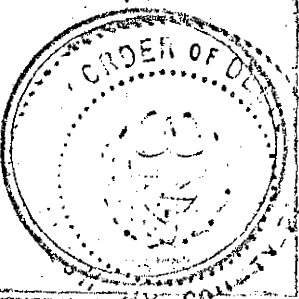
<u>UNIT NUMBER</u>	<u>APPROXIMATE SQUARE FEET</u>	<u>PERCENTAGE OF TOTAL SQUARE FEET</u>
1	1180	8.5
2	1180	8.5
3	1175	8.3
4	1175	8.3
5	1175	8.3
6	1175	8.3
7	1175	8.3
8	1175	8.3
9	1175	8.3
10	1175	8.3
11	1175	8.3
12	1175	8.3
TOTAL	14110	100.0 percent

STATE OF PENNSYLVANIA } S.S.
COUNTY OF ALLEGHENY }

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 13th DAY
OF November A.D. 1978 IN Deed
BOOK VOL. 6031 PAGE 949, WITNESS MY HAND AND SEAL
OF SAID OFFICE, THIS DAY AND YEAR AFORESAID.

John J. Galt

RECORDER



VOL. 6031 PAGE 970

NOV 3 1978

85305

From *Mobw*
Douglas Anderson et al
And
Robert Law et al

To
Haggensov Associates

To
Bon View Manor
Condominium Association

DECLARATION OF CONDOMINIUM
ESTABLISHING BON VIEW MANOR, A
CONDOMINIUM

32.50
J

LAW OFFICES

LUKE & ANTHONY

702 FRICK BUILDING
PITTSBURGH, PA. 15219

INDEX FOR CODE OF
REGULATIONS GOVERNING THE
BON VIEW CONDOMINIUM ASSOCIATION
A NON-PROFIT CORPORATION
ORGANIZED UNDER THE LAWS OF
PENNSYLVANIA

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CODE OF
REGULATIONS GOVERNING THE
BON VIEW CONDOMINIUM ASSOCIATION
A NON-PROFIT CORPORATION
ORGANIZED UNDER THE LAWS OF
PENNSYLVANIA

SECTION I. APPLICABLE STATUTE. This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. 196, 68 P.S., et seq)

SECTION II. NAME AND LOCATION OF CORPORATION. The name of this Corporation is BON VIEW CONDOMINIUM ASSOCIATION. The registered office of the Corporation is One Broadhead Road, Pittsburgh, Pennsylvania 15108.

SECTION III. BY-LAWS. For the purposes of the corporation, this Code of Regulations shall be considered its By-Laws.

SECTION IV. SEAL. The seal of the corporation shall be such as the Board of Directors shall define.

SECTION V. IDENTITY OF PROPERTY. The property to which this Code shall apply is called Bon View Condominium Association located at One Broadhead Road, Pittsburgh, County of Allegheny, Pennsylvania, more fully described in the Declaration of Condominium and Declaration Plan recorded contemporaneously with this instrument in the Recorder of Deeds Office of Allegheny County, Pennsylvania.

SECTION VI. PURPOSE. The purpose of this corporation is to act on behalf of its members with respect to the administration, maintenance, operation, repair and replacement of certain property as described in Section V.

SECTION VII. MEMBERSHIP

A. The members shall consist of all unit owners of that property located at One Broadhead Road, Pittsburgh, County of Allegheny, Pennsylvania, known as Bon View Condominium Association, in accordance with the respective percentages of ownership of the said unit owners in the common elements of the said property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration of Condominium and Declaration Plan which have been recorded in the Recorder's Office of Allegheny County, Pennsylvania.

B. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each unit owner shall terminate upon a sale, transfer or other disposition or his ownership interest in the property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest.

C. The Association may, but shall not be required to issue certificates or other evidence of membership therein.

SECTION VIII. APPLICATION. All present and future owners, mortgagees, leasees, tenants, employees, and occupants of the units and any other persons who may use the facilities or property regardless of whether or not they now or hereafter shall be deemed members, are subject to these regulations, the Declaration, Articles of Incorporation, and rules pertaining to the use and operation of Bon View Condominium Association, and the units therein. The acceptance of a deed or conveyance, or the entering into a lease, or the act of occupancy of a unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

SECTION IX. VOTING, QUORUM, PROXIES

A. A quorum at members' meetings shall consist of one-fifth (20%) percent of the members entitled to cast votes.

B. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

C. The aggregate number of votes for all unit owners shall be one hundred (100) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the common elements. The vote of the owners of a unit owned by more than one person shall be the percentage interest of that unit in the common elements and shall not be divided but shall be exercised only as a unit. Therefore, for the purpose of this section, a voting member is defined as the unit owner as listed on the books of the Association, or if

the unit is owned by more than one person, then the aggregate number of owners, even though for other purposes they may each be considered a member. Robert P. Lang, hereinafter referred to as the Developer, as described in the Declaration of Condominium, may exercise the voting rights with respect to any unit's title to which is in the name of the Developer.

D. In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a unit against the owners of the unit covered by the mortgage, then and in the event and until the default is cured, the right of the owner of such unit to vote shall be transferred to the mortgagee recording the notice of default.

SECTION X. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The Annual Members' Meeting shall be held at the office of the Association, or such other suitable place as may be designated by the Board of Directors, at 8:00 p.m., Eastern Standard Time, on the first Monday in May of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the units.

C. Notice of all members' meetings, regular or special shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association in absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member

within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Such mailing shall be given by the affidavit of the person giving such notice. Any member may, by written waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Regulations or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. The order of business at Annual Members' Meetings and, as far as practical, at any other members' meetings, shall be:

- (i) Election of Chairman of the meeting
- (ii) Calling of the roll and certifying of Proxies.
- (iii) Proof of notice of meeting or waiver of notice
- (iv) Reading and disposal of any unapproved minutes.
- (v) Reports of officers.
- (vi) Reports of committees.
- (vii) Election of directors.
- (viii) Unfinished business.
- (ix) New Business.
- (x) Adjournment.

SECTION XI. BOARD OF DIRECTORS.

A. The affairs of the Association shall be governed by a Board of Directors which shall constitute the governing body referred to in the Unit Property Act of the Commonwealth of Pennsylvania and referred to therein as the Council.

B. The first Board of Directors of the Association, and succeeding Board of Directors, shall consist of three (3) persons. At least a majority of the Board of Directors shall be members of the association, or shall be authorized representatives, officers or employees of a member of the Association; provided that members of the Board of Directors designated by the Developer, as hereinafter provided, need not be members of the Association. The Developer shall have the right to appoint or elect all members of the Board of Directors until ninety (90%) percent of the units are sold.

C. Election of Directors shall be conducted in the following manner:

(i) Robert P. Lang, the Developer of Bon View Condominium Association, shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these Regulations, and upon such designation and selection by the Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these Regulations. Should Developer fail to designate and select members of the Board of Directors previously designated and selected by Developer shall continue to serve as members of the Board of Directors as though designated and selected as herein provided.

(ii) All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these Regulations shall be elected by a

plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the designation and selection of the members of the Board of Directors whom Developer shall be entitled to designate and select.

(iii) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Developer such vacancy shall be filled by Developer designating and selecting, by written instrument delivered to any officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

(iv) In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any unit may cast more than one vote for any person nominated as Director, it being the intent hereof that voting for Directors shall be noncumulative.

(v) In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors for the Association, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any office of the Association.

D. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and at such place as shall be fixed by the Directors

at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present..

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for the meeting, unless notice is waived.

F. Special meetings of the Directors shall be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

G. Any director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these regulations or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Regulations or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

I. The presiding officer of Directors' meetings shall be the Chairman of the Board, if such an officer has been elected and if non, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Articles of Incorporation of the Association, these Regulations and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Regulations and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(ii) The maintenance, repair, replacement, operation and management of Bon View Condominium Association wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in Bon View Condominium Association, so long as such regulations or amendments thereto do not conflict with the restrictions and limitation which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

(v) To approve or disapprove proposed purchasers and lessees of units in the manner now or hereafter specified in the Declaration of Condominium;

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in Bon View Condominium Association as may be necessary or convenient in the operation and management of Bon View Condominium Association and in the accomplishing the purposes set forth in the Declaration of Condominium;

(vii) To contract for the management of Bon View Condominium Association and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

(viii) To enforce by legal means the provisions of the Articles of Incorporation and Code of Regulations of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the property in Bon View Condominium Association;

(ix) To pay all taxes and assessment which are liens against any part of Bon View Condominium Association other than units and the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens;

(x) To carry insurance for the protection of the members and the Association against casualty and liability;

(xi) To pay all costs of power, water, sewer and other utility services, if any, rendered to the condominium and not billed to the owners of the separate units; and

(xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

K. The first Board of Directors of the Association shall be comprised of at least the three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the property identified herein has been

submitted to the Plan of Condominium ownership and the Declaration of Condominium has been recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania. Should any member of said first Board of Directors be unable to serve for any reason, a majority of said first Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

L. The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and said Declaration of Condominium has been recorded in the Allegheny County Recorder of Deeds Office, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

M. Any one or more of the members of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the units in Bon View Condominium Association at any Special Meeting called for such purpose, or at the annual meeting; provided, however, that only Developer shall have the right to remove a Director appointed by it.

SECTION XII. OFFICERS.

A. The executive officers of the Association shall be a President, who shall be a Director, a Treasurer, a Secretary and such other assistants or vice officers as the Board may determine, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall

B. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon the assessments.

C. The books and accounts of the Corporation as kept by the Treasurer shall be available for examination by the members during regular business hours. Within a reasonable time after the close of each fiscal year, the Association shall furnish the members with a statement of the income and disbursements of the Corporation for such prior fiscal year.

D. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association; including but not limited to the following items:

(i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Property landscaping, walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement), operating deficiencies, if any for prior periods:

(ii) The amount of income to be received by the Association from the use, operation, or rental of any of the common elements, which amount shall be referred to as non-membership income; and

(iii) Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be available to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be available to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment,

from powers and duties as the Board shall find to be required to manage the affairs of the Association. Directors may also be officers.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or President. The Secretary shall also notify the holders of any first mortgage on the unit when the Unit Owner or Owners of such Unit become delinquent in their monthly assessments.

D. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep detailed records of all receipts and expenditures, including the expenditures affecting the common elements, specifying and itemizing the maintenance, repair and replacement expenses of the common elements and any other expenses incurred. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

SECTION XIII: FISCAL MANAGEMENT

A. The fiscal year of the Association shall be the calendar year running from January 1st to December 31st.

nor shall delivery of a copy of such budget or amended budget be considered a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

E. On or before the first (1st) day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the common element. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that monthly amount of assessment which had been established on the basis of the previous year's estimated budget.

F. If any member shall fail or refuse to make payment of his monthly (1/12) proportionate share of the common expenses when due, the full yearly assessment of that member shall become due and shall constitute a lien on the interest of such member in the property. The member who is delinquent in his monthly payment of his assessment shall receive due notice and have a right to a hearing, if required under the Act or other statute or decision of court. Upon such notice and hearing, the Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Unit Property Act., the Declaration, or this Code of Regulations, or are otherwise available at law or in equity for the collection of all unpaid assessments.

G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the

Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

SECTION XIV. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict the the Articles of Incorporation, these regulations, or with the Statutes of the Commonwealth of Pennsylvania.

SECTION XV. USE AND OCCUPANCY RESTRICTIONS.

A. Except as hereinafter provided with respect to the uses permitted by the Developer, no unit shall be used for any other purpose than as a private dwelling for the member and his immediate family, or by a person and such person's immediate family to whom the member shall have leased his unit subject to all the provisions of this Code of Regulations and the Declaration. All leases must be approved as to form by the Board of Directors. No member nor lessee of any member shall permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or suffer any immoral or illegal act to be committed anywhere in or upon the property.

B. No unit owner shall make any structural addition, partition, alteration, improvement or wall change without the prior written consent of the Board of Directors and the mortgagee of said unit. Failure to answer the written request of a unit owner for such approval within thirty (30) days after such request shall constitute a consent by the Board of the proposed change.

C. More specific rules regulating the use and enjoyment of the units and the common elements are set forth in Exhibit No. 1 to this instrument and hereby incorporated herein.

The same may be revised and amended as the Board of Directors sees fit, provided, however, that no rule or regulation shall change the rights of the unit owner or the rights of the Developer as herein or elsewhere set forth.

D. Anything herein or in the Declaration to the contrary notwithstanding, the Developer shall have the right to utilize any units owned by the Developer as models or general or sales offices for sale and promotion purposes including the sale and promotion of property or projects other than the property and shall have the right to utilize the common elements for such purposes and in such manner as the Developer may reasonably require, said right to include the erection of signs. However, all other use and erection signs is prohibited. Further the Developer shall have the right to rent any and all units.

E. The Board of Directors shall have the power to appoint a three (3) person Judicial Committee to receive and hear complaints, give due notice and hold hearings and to levy fines not in excess of One Hundred (\$100.00) Dollars plus any amount of physical damage which results from any alleged violation of a condition, regulation or rule by any owner, spouse, child, guest or employee of any owner. This provision is not intended to replace any rights in law or equity of any party.

SECITON XVI. AMENDMENTS. This Code of Regulations may be amended or modified at any time, or from time to time, by the action or approval of a majority of the unit owners; except the regulations affecting the rights or interests of the Developer shall not be amended or modified without the written consent of the Developer.

IN WITNESS WHEREOF, we, being all the first members of the Council or Board of Directors of the BON VIEW CONDOMINIUM

ASSOCIATION, have hereunto set our hands this 2nd day of November, 1978.

WITNESS:

William D. Gething

William D. Gething

William D. Gething

William D. Gething

Douglas Anderson
DOUGLAS ANDERSON

Juan P. Anderson
JUAN P. ANDERSON

Robert P. Lang
ROBERT P. LANG

Evelyn D. Lang
EVELYN D. LANG

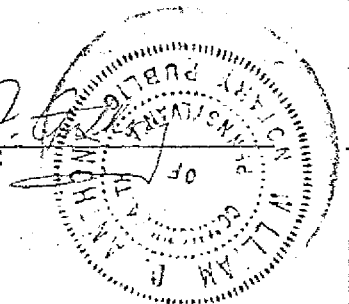
ACKNOWLEDGMENT

Before me, the undersigned authority, personally appeared ROBERT P. LANG and EVELYN D. LANG, who, acknowledged themselves to be the first members of the Board of Directors of the Bon View Condominium Association, and that they, being authorized to do so, executed the foregoing Code of Regulations for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of November, 1978.

WILLIAM D. GETTING, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 19, 1980
Member, Pennsylvania Association of Notaries

William D. Gething
NOTARY PUBLIC

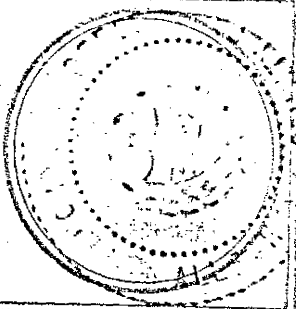


No. 131978 85304 <i>3</i>	<i>Bou View Manor Condominium Association</i>	CODE OF REGULATIONS	<i>26 50 17A</i> LAW OFFICES LUKE & ANTHONY 702 FRICK BUILDING PITTSBURGH, PA. 15219
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STATE OF PENNSYLVANIA)
 COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 13th DAY OF November A.D. 19 78 IN DEED BOOK VOL. 6031 PAGE 931 WITNESS MY HAND AND SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

John J. [Signature] RECORDER



RECORDED IN OFFICE OF RECORDER OF DEEDS, ALLEGHENY COUNTY, PA.
 Nov 13 12:21 PM '78

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