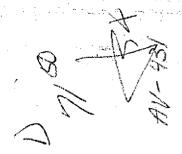
FROM:

COPAM PROPERTIES, INC.

MAIL TO:

NORTHGATE VILLAS, A CONDOMINIUM

c/o COPAM PROPERTIES, INC 1632 KING JAMES DRIVE PITTSBURGH, PA 15237



DECLARATION OF CONDOMINIUM

OF

NORTHGATE VILLAS, A CONDOMINIUM

Pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et. seq., as amended



ALLEGHENY COUNTY PA.

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DECLARATION NORTHGATE VILLAS, A CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1 <u>Declarant: Property: County: Name.Copam</u> Properties, Inc., a <u>Pennsylvania corporation</u> (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in <u>Bellevue Borough</u>, <u>Allegheny County</u>, <u>Pennsylvania</u>, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Northgate Villas, a Condominium" (the "Condominium").

Section 1.2 <u>Easements and Licenses</u>. Included among the easements, rights and appurtenances referred to in Section 1.1 above are all recorded easements and licenses as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania and as set forth on the plats and plans, and the Real Estate is hereby submitted to the Act.

Section 1.3 <u>Defined Terms</u>.

- 1.3.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.
- 1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:
 - a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Northgate Villas Condominium Association."
 - b. "Building(s)" means any building(s) included in the Property.
 - c. "Condominium" means the Condominium described

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in Section 1.1 above.

- d. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.
- e. "Declaration" means this document, as the same may be amended from time to time.
- f. "Executive Board" means the President and the Secretary of the Condominium.
- g. "Limited Common Elements" means the Common Elements described as such in the Act.
- h. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed against the Units to which such Limited Common Elements are assigned.
- i. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.
- j. "Property" means the Property described in Section 1.1 above.
- k. "Unit" means a Unit as described herein and in the Plats and Plans.
- 1.3.3 The following terms when used herein shall have the meanings set forth below:
 - a. "General Common Expenses" means Common Expenses excluding Limited Common Expenses.
 - b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.
 - c. "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES: MAINTENANCE RESPONSIBILITIES

- Section 2.1 <u>Percentage Interests</u>. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the <u>Percentage Interest</u> appurtenant to each Unit.
- 2.1.1 Each Unit shall have one (1) vote in the association.
- 2.1.2 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.
 - Section 2.2 <u>Unit Boundaries</u>. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in paragraphs (1) and (3) of §3202 of the Act which are appurtenant to the Unit. Each Unit consists of the space within the following boundaries:
 - a. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the vertical boundaries:
 - (1) Upper Boundary: The lower surface of the roof sheeting of the third story of the Unit.
 - (2) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab.
 - b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the Unit-side surface of the exterior walls which do not separate the Unit from any other Unit, and of the Unit-side surface of the party walls which separate the Unit from other Units.

Section 2.3 Maintenance Responsibilities. standing the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as Limited Common Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Ordinary maintenance and repair of patio and balcony Limited Common Elements shall be the responsibility of the Owners of the Units to which such Limited Common Elements are appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

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ARTICLE III

ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 <u>Limited Common Elements</u>. The balconies and patios which are attached to Units, as shown on the Plats and Plans, are Limited Common Elements appurtenant to the Units they serve.

ARTICLE IV

EASEMENTS

Section 4.1 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property.. The easements created in this Section shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

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ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2 <u>Rights of Secured Lenders</u>. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below.

ARTICLE VI

USE RESTRICTIONS

- Section 6.1 <u>Use and Occupancy of Units and Common Elements</u>. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:
- 6.1.1 Each Units shall be used as a residence for a single family. No Unit owner shall permit the Unit to be used or occupied for any prohibited or unlawful purpose.
- 6.1.2 No industry, business, trade, occupation, or profession of any kind shall be conducted on the property. No signs, advertisements, or other displays shall be maintained on any part of the property.
- 6.1.3 There shall be no obstruction or alteration of the Common Elements. The use and covering of the interior surfaces of the windows shall be subject to the Rules and Regulations of the Executive Board.

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- 6.1.4 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.
- 6.1.5 No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.
 - 6.1.6 No Unit Owner, or Occupant shall:
 - 6.1.6.1 make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements;
 - 6.1.6.2 paint or otherwise alter the structure, form, color or appearance of any portion of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or
 - 6.1.6.3 place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.
- 6.1.7 No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditaments without the unanimous consent of the Unit Owners affected thereby.
- Section 6.2 Additions, Alterations or Improvements to or Subdivision of Units. No Unit Owner shall make or permit any addition, alteration, improvement to or subdivision of the Unit which could or might affect the Unit boundaries or the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to the Unit without the prior written consent of the Executive Board.

Section 6.3 Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Unit Owners are responsible for actions of their guests, tenants and invitees. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board 30 days prior to the adoption of such Rules and Regulations or any amendments thereto.

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ARTICLE VII

MORTGAGES

Section 7.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to 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 of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article X shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.]

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ARTICLE VIII

LEASING

Section 8.1 A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1 <u>Monthly Payments</u>. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 9.2 <u>Subordination of Certain Charges</u>. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

condodec.dee August 27, 2000 Section 9.3 <u>Surplus</u>. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 9.4 <u>Assignment of Income Rights</u>. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.]

ARTICLE X

RIGHTS OF PERMITTED MORTGAGEES

Section 10.1 <u>Reports and Notices</u>. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

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- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.]

ARTICLE XI

DECLARANT'S RIGHTS

Section 11.1. Control.

(a) Until the 60th day after conveyance of 8 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.1 Standard of Conduct.

- (a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.
- (b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- (c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.
- Section 12.2 <u>Good Faith Reliance</u>. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:
- (a) One or more other officers or employees of the Association whom the officer of Executive Board member reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.
- (c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit

confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 12.3 <u>Limited Liability</u>. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 15.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 12.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 15.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of

conductes, disc August 27, 2002 such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 12.5 <u>D & O Insurance</u>. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 15.2 above, if and to the extent available at reasonable cost.]

IN WITNESS WHEREOF, the said Copam Properties, Inc. has caused its name to be signed to these presents by its president on this ${\it HM}$ day of ${\it August}$,2002.

COPAM PROPERTIES, INC. a Pennsylvania corporation

By: Comie Mockenhaupt, President

EXHIBIT A

SUBMITTED REAL ESTATE

EXHIBIT B

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS

EXHIBIT C

PLATS AND PLANS

condodec doc August 27, 2002 ALL those certain lots or pieces of land situate in the Borough of Bellevue, County of Allegheny and Commonwealth of Pennsylvania being known as Lots 34, 35, 36, and 37 in the Hillcrest Plan of Lots recorded in Plan Book Volume 71, page 173 in the Recorders Office of Allegheny County.

Block and Lot 215-K-100

Being the same premises which Clarence R. Glaser, now deceased, by Marcella B. Glaser, Executrix of the Estate of Clarence R. Glaser, and Marcella B. Glaser, single and Richard P. Glaser, single and Carol A. Bill and Larry Bill, wife and husband by Deed dated 8/25/1999 and recorded 8/27/1999 in Allegheny County in Deed Book Volume 10567 Page 324 conveyed unto Copam Properties, Inc., in fee.

EXHIBIT A

SUBMITTED REAL ESTATE .

| UNIT | '329A | 12.5% |
|------|-------|-------|
| UNIT | 329B | 12.5% |
| UNIT | 329C | 12.5% |
| UNIT | 329D | 12.5% |
| | | |
| UNIT | 331A | 12.5% |
| UNIT | 331B | 12.5% |
| UNIT | 331C | 12.5% |
| | 331D | |

EXHIBIT B

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS

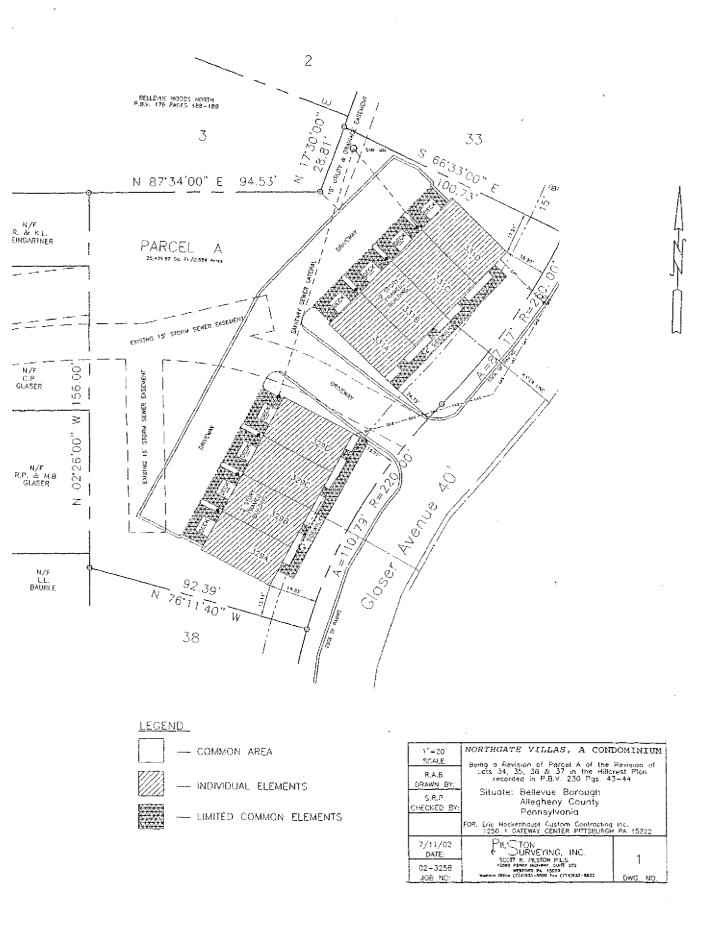


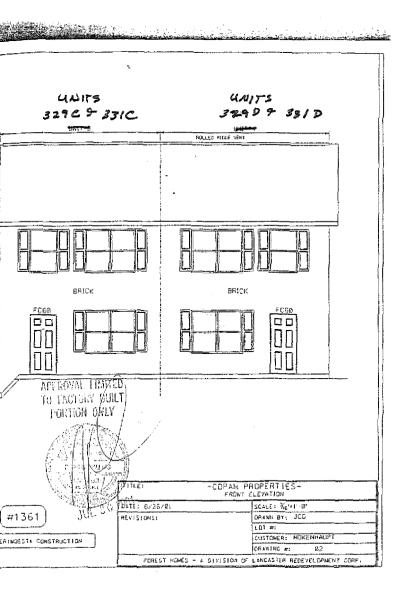
EXHIBIT C

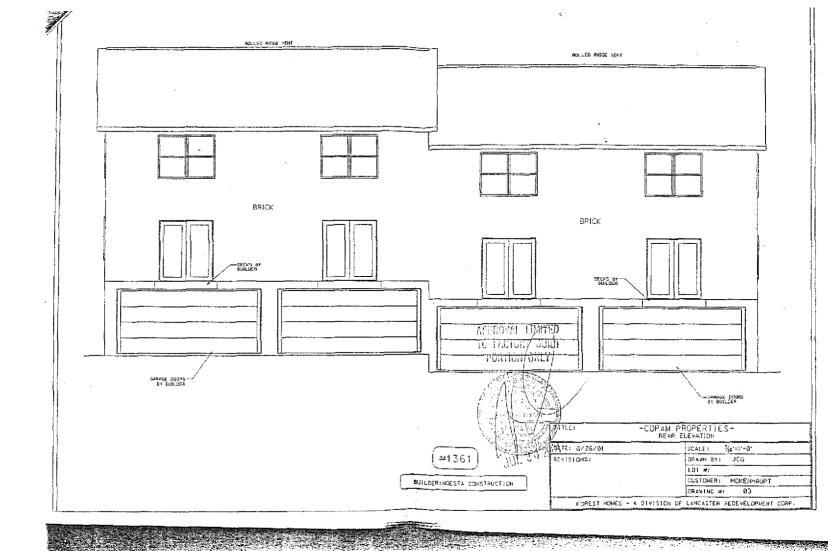
PLATS AND PLANS

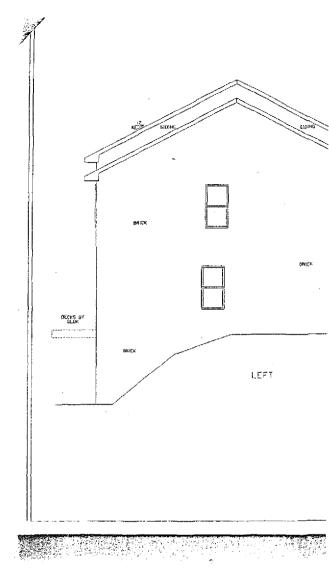
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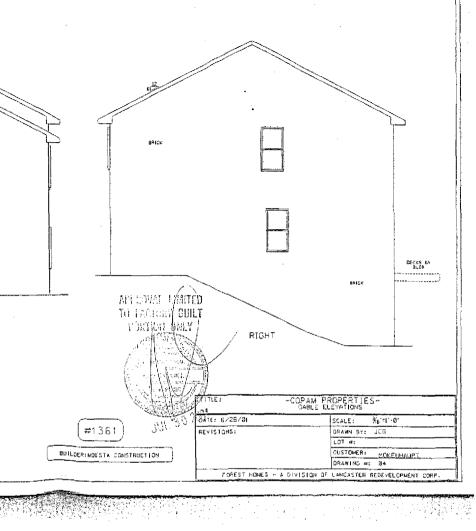
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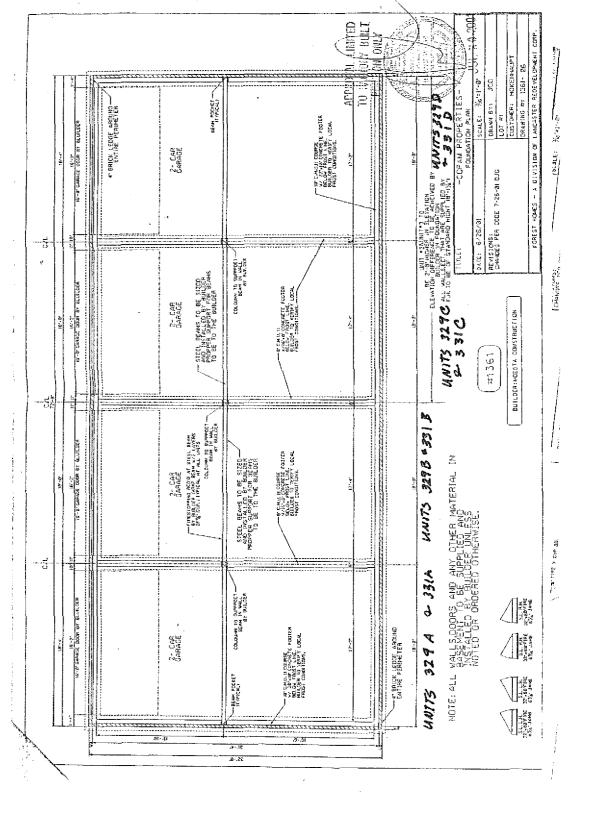
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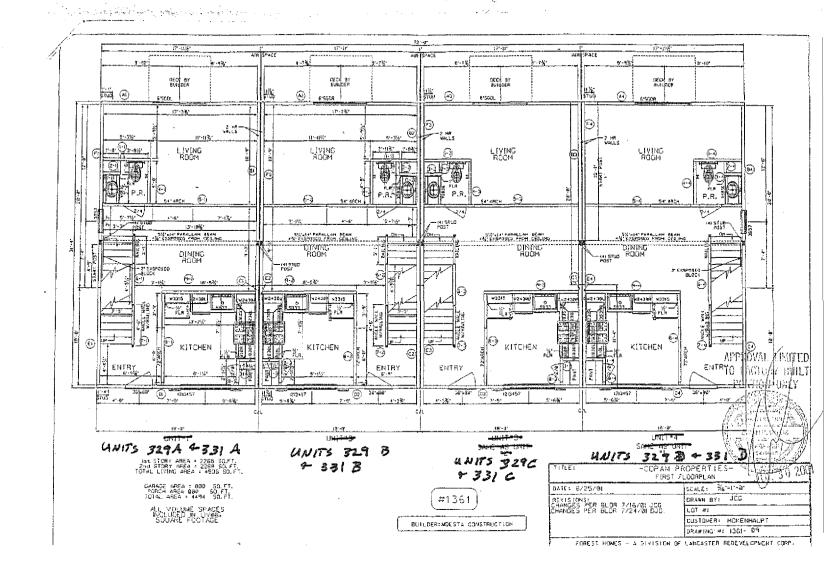


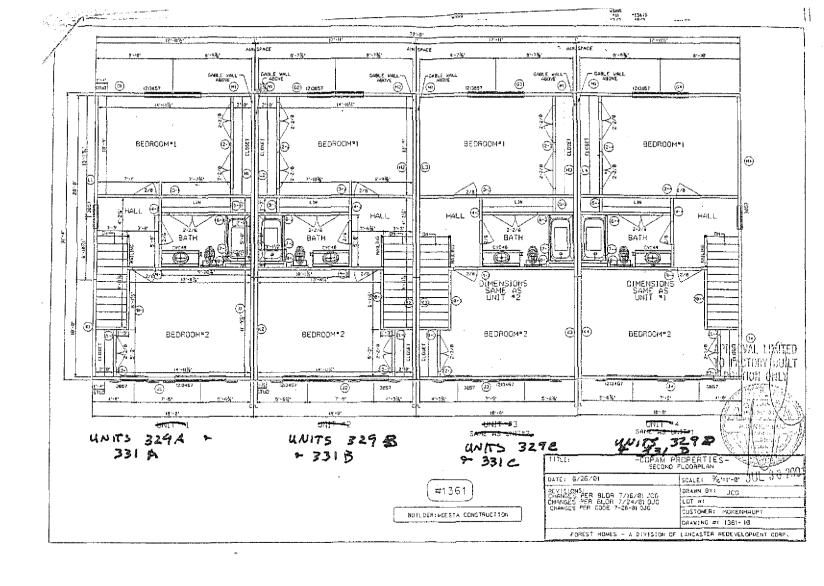












COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 4th day of August, 2002, before me, a Notary Public, the undersigned officer, personally appeared CONNIE MOCKENHAUPT, who acknowledged herself to be the President of COPAM PROPERTIES, INC., a Pennsylvania 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 herself as President.

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

NOTARY FUBLIC

My Commission Expires:

Notarial Seal
Lewis E. Linn, III, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 22, 2005
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I hereby certify that the residence of the Grantee herein is: 1632 King James Drive, Pittsburgh, Pennsylvania 15237.

WITEGHERA COMMITTEE COMMIT