

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
TWIN OAKS MANOR ASSOCIATION, A CONDOMINIUM

WHEREAS, Twin Oaks Manor Development Association, a Pennsylvania limited partnership, (hereinafter referred to as "Declarant"), on July 22nd., 1983, recorded a Declaration of Condominium Establishing Twin Oaks Manor Association, a Condominium, (hereinafter referred to as "Declaration"), in Deed Book 6698, Page 608, et seq., Office of the Recorder of Deeds of Allegheny County, Pennsylvania; and

WHEREAS, the Declarant owns all the real property submitted to the covenants and restrictions contained in the Declaration; and

WHEREAS, the Declarant desires to remove the restrictions and encumbrances of the Declaration from said real property and submit the property to the attached Declaration of Condominium for Twin Oaks Manor, a Condominium;

NOW, THEREFORE, the Declaration described above and all exhibits thereto are hereby revoked and stricken in their entirety and the following is substituting therefor:

DECLARATION OF CONDOMINIUM
FOR
TWIN OAKS MANOR, A CONDOMINIUM

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STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

DECLARATION OF CONDOMINIUM

FOR

TWIN OAKS MANOR, A CONDOMINIUM

Pursuant to the Pennsylvania Uniform Condominium Act, Twin Oaks Manor Development Association, a Pennsylvania limited partnership, the record owner of the property described in Exhibit "A" attached hereto and incorporated herein by reference, (sometimes hereinafter referred to as the "Property"), does hereby submit the above described property to the provisions of the Pennsylvania Uniform Condominium Act, 1980, Pa. Laws, 68 Pa. Cons. Stat. Section 3101, et seq., and subjects it to the condominium form of ownership as Twin Oaks Manor, a Condominium.

1.

Name

The name of the Condominium is Twin Oaks Manor, a Condominium, (hereinafter sometimes called "Twin Oaks Manor" or the "Condominium").

2.

Definitions

Unless the context requires otherwise, the terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be as defined in the Act. In addition, as used in this Declaration, the Articles of Incorporation, the By-Laws,

and the other Condominium Instruments, the following terms shall have the meanings ascribed to them below, all of such definitions being cumulative of those set forth in the Act.

(a) "Act" shall mean the Pennsylvania Uniform Condominium Act, 1980 Pa. Laws, 68 Pa. Cons. Stat. Section 3101, et seq., as may be amended.

(b) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as the same now exist or may be hereafter amended.

(c) "Association" shall mean Twin Oaks Manor Condominium Association, Inc., a Pennsylvania non-profit membership corporation formed for the purpose of exercising the powers of the Association under this Declaration, the Articles of Incorporation, the By-Laws, the Act, and the Pennsylvania Nonprofit Corporation Act.

(d) "Board of Directors" shall mean the Board of Directors of the Association, the members of which shall be appointed or elected from time to time as provided in this Declaration, the Articles of Incorporation, the By-Laws, and the Act. The Board of Directors shall be the governing body of the Association.

(e) "By-Laws" shall mean the By-Laws of the Association as the same now exist or may be hereafter amended.

(f) "Condominium Instruments" shall mean this Declaration, the plats and plans recorded pursuant to the Act, the

By-Laws of Twin Oaks Manor Condominium Association, Inc., which accompany this Declaration and are recorded simultaneously herewith.

(g) "Declarant" means Twin Oaks Manor Development Association and its successors and assigns in interest who come to stand in the same relation to the Condominium property.

(h) "Plats and Plans" shall collectively mean those plats of survey, together with those floor plans of units filed in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

3.

Location

The Condominium is located in the Township of Moon, Allegheny County, Pennsylvania, and is more particularly described in Exhibit "A" attached hereto which is by this reference incorporated herein.

4.

Units

The Condominium consists of eight (8) buildings containing one hundred thirty-two (132) condominium units subject to the provisions of this Declaration. No units may be subdivided into two or more units, or converted to common elements, or a combination of units and common elements. Each unit consists of a dwelling and its appurtenant percentage of undivided interest in the common elements, as shown on Exhibit "B" attached to this Declaration and by this reference incorporated

herein. Exhibit "B" also includes a reference to the condominium unit number.

The units are depicted on the Plats and Plans, which Plats and Plans are incorporated herein by this reference. Except as provided in Paragraph 5, below, which describes the common elements, each unit includes that part of the structure which lies within the following boundaries:

(a) Horizontal (Upper and Lower): The horizontal boundaries shall be the interior surface of the ceiling and floor of the unit as shown on the plats and plans.

(b) Vertical (Perimetric): The vertical boundaries shall be the interior surface of the walls of the unit as shown on the plats and plans.

(c) All attachments to the exterior walls of a residence which are a part thereof, which protrude beyond the boundaries of a unit, as specified above, and which were constructed at the time this Declaration was recorded, and all heating and or air conditioning units or components serving only an individual residence, even though located beyond the boundaries thereof, shall be and are deemed to be included within the boundaries of a unit.

(d) Any and all conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which serve only one (1) unit are part of that unit, whether located within or without the boundaries thereof.

5.

Common Elements

The common elements include all parts of the Condominium property not located within the boundaries of a unit. Each unit is allocated an undivided percentage interest in the common elements, as shown on Exhibit "B" attached hereto.

6.

Limited Common Elements

Limited common elements are as follows:

(a) patios, balconies, and all other items identified in Section 3202(4) of the Act are assigned as limited common elements to the Unit so served;

(b) the electric meter and meter box serving the unit is assigned as a limited common element to the Unit so served; and

(c) those areas, if any, shown on the plats as limited common elements.

The Declarant, and after the period of Declarant control has expired according to the provisions of Paragraph 13 of this Declaration, the Association may assign parking spaces to units as limited common elements, including spaces initially part of the common elements, by recording an amendment to this Declaration executed by the Declarant or the Association, as applicable. No other portions of the common elements may be allocated as limited common elements.

Use Restrictions

The units at Twin Oaks Manor, a Condominium, shall be and are restricted exclusively to residential use. No business may be conducted upon the Condominium property, and no unit shall be occupied by more than a single family. As used herein, the term "single family" shall mean one or more persons, provided all persons occupying the unit are related by blood, adoption, or marriage. If persons occupying a unit are not all related by blood, adoption, or marriage, then the occupancy of that unit shall be limited to a maximum of two (2) persons for each one bedroom unit and four (4) persons for each two bedroom unit. The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship.

Other restrictions regarding use of units and the common elements are as follows, and, also, as may be adopted by the Board of Directors in accordance with the terms hereof and as specified in the By-Laws of Twin Oaks Manor Condominium Association, Inc., attached hereto as Exhibit "C" and incorporated herein by this reference.

(a) No structures of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used as a residence on any portion of the property at any time, either temporarily or permanently.

(b) Each condominium unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof and of the Pennsylvania Uniform Condominium Act.

(c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the property, except that a total of two (2) dogs, cats, or other household pets may be kept by their respective owners in their respective units, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the owner of any unit or any resident thereof. Notwithstanding this provision, no pet enclosures shall be erected, placed, or permitted to remain on the property. The keeping of pets and their ingress, egress, and travel upon the common elements shall be subject to such rules and regulations as may be issued by the Board of Directors. If an owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the common elements. In addition, any pet which endangers the health of any owner or resident of a unit or which creates a nuisance or an unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Condominium property upon seven (7) days written notice by the Board of Directors.

(d) No business or business activity of any kind, other than those activities deemed necessary by Declarant in its sales effort, shall be conducted on any portion of the property. Leasing of a unit shall not be considered a business or business activity.

(e) Except for the right of ingress and egress, the owners of units are hereby prohibited and restricted from using any of said property outside of their respective units, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the Condominium and is necessary for the protection of said owners.

(f) Without prior written approval and authorization of the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation or data transmission shall be placed, allowed, or maintained upon any portion of the property subject to this Declaration, other than an aerial for a master antenna system, should the Association utilize any such master system or systems which requires any such exterior antenna.

(g) No sign of any kind shall be displayed to the public view on any unit or the common elements without the prior written consent of the Board or its delegate, except customary

name and address signs. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the common elements.

(h) The Board of Directors may make reasonable rules regulating parking on the common elements, including designation of spaces for assigned users.

(i) Use Restrictions and rules and regulations may be enforced by the imposition of reasonable monetary fines and suspension of use privileges, as provided in Section 3302 of the Act. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the unit and may be collected in the manner provided for collection of other assessments.

8.

Association Membership and Allocation of Votes

All unit owners, by virtue of their ownership of a unit in the Condominium, are members of Twin Oaks Manor Condominium Association, Inc., and shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. Subject to the provisions of the Condominium Instruments, such owners shall be entitled to one (1) vote for each unit in which they hold the interest required for membership, and each unit is

allocated a vote weighted in accordance with a unit's percentage interest, as shown on Exhibit "B".

9.

Additional Rights and Restrictions

In addition to the restrictions above, the Association, in accordance with the By-Laws, shall have the right to make and to enforce reasonable rules and regulations governing the use of the units and the common elements. This right shall include the right to impose and assess fines and to suspend use privileges as permitted by Section 3302 of the Act in order to enforce the provisions of the Condominium Instruments, and such rules and regulations as may be adopted.

The Association shall have the right to enter into units for emergency, security, and safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the unit owner. This right of entry shall include the right of the Association, at reasonable times, to enter a unit to cure any condition which may increase the possibility of a fire or other damage or hazard in the Condominium in the event an owner fails or refuses to cure the condition upon request by the Board.

Assessments and Allocation of Liability for Common Expenses

(a) The Association shall have the power to impose assessments which shall be apportioned among the owners in accordance with the percentage interest in the common elements appurtenant to a unit, which assessments are the personal obligation of the owner against whom they are assessed and are a lien against the unit. The obligation and the lien for assessment shall also include (i) a late or delinquency charge in an amount set by the Board of Directors; (ii) interest on each assessment or installment not paid when due, and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable at the maximum rate permitted by the Act; and (iii) the costs of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the unit, and reasonable attorney's fees. Assessments shall commence upon the incurring of common expenses by the Association.

(b) Pursuant to Section 3314(c)(2) of the Act, those common expenses benefitting less than all of the units shall be specially assessed equitably among the condominium units so benefitted.

Amendments

This Declaration may be amended by the affirmative vote, written consent, or any combination of the affirmative

vote and written consent of three-fourths (3/4) of the total votes except as otherwise provided in Section 3219(a) and (d) of the Act. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until a certified copy is filed in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

12.

Mortgage Provisions

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on units in Twin Oaks Manor, a Condominium. To the extent applicable, necessary, or proper, the provisions of this Paragraph apply to both this Declaration and to the By-Laws of Twin Oaks Manor Condominium Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined.

(a) Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (i) any proposed termination of the regime;
- (ii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or which

affects any unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(iii) any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

(iv) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(v) any proposed action which would require the consent of eligible holders, as required in subsections (b) and (c) of this Section.

(b) Other Provisions for First Lien Holders. To the extent possible under Pennsylvania law:

(i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications, unless the approval of the eligible holders of first mortgages on units to which at least fifty-one (51%) percent of the votes of units, subject to mortgages held by such eligible holders are allocated, is obtained.

(ii) Any election to terminate the regime after substantial destruction or a substantial taking in condemnation must require the approval of the eligible holders of first mortgages on units to which at least fifty-one (51%) percent of the

votes of units, subject to mortgages held by such eligible holders, are allocated.

(iii) When professional management has been previously required by any eligible holder, any decision to establish self-management by the Association shall require the consent of at least sixty-seven (67%) percent of the total Association vote and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on units to which at least fifty-one (51%) percent of the votes of units subject to an eligible mortgage appertain.

(c) Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the regime made as a result of destruction, damage, or condemnation pursuant to Section (b)(ii) and (iii), above.

(i) The consent of at least sixty-seven (67%) percent of the total Association vote and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on units to which at least sixty-seven (67%) percent of the votes of units subject to an eligible mortgage appertain shall be required to terminate the regime.

(ii) The consent of at least sixty-seven (67%) percent of the total Association vote and of the Declarant, so long as it owns any land subject to this Declaration, and the

approval of the eligible holders of first mortgages on units to which at least fifty-one (51%) percent of the votes of units subject to an eligible mortgage appertain shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (1) voting rights;
- (2) assessments, assessment liens, or subordination of such liens;
- (3) reserves for maintenance, repair, and replacement of the common elements;
- (4) insurance or fidelity bonds;
- (5) rights to use of the common elements;
- (6) responsibility for maintenance and repair of the Condominium;
- (7) expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the regime;
- (8) boundaries of any unit;
- (9) reallocation of the interests in the common elements or limited common elements or rights to their use;
- (10) convertibility of units into common elements or of common elements into units;

(11) leasing of units;

(12) imposition of any restrictions on a unit owner's right to sell, transfer, or otherwise convey his or her unit; or

(13) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on units.

(d) Special FHLMC Provision. So long as required by The Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees or owners give their consent, the Association shall not:

(i) by act or omission seek to abandon or terminate the Condominium project;

(ii) change the pro rata interest or obligations of any individual condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common elements;

(iii) partition or subdivide any condominium unit;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements (the granting of easements for public utilities or for other

public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any part of the Condominium (whether to units or to common elements) for other than the repair, replacement, or reconstruction of such part of the Condominium.

(e) The above provisions of this Paragraph 12 shall not be construed to reduce the percentage vote otherwise required to be obtained under this Declaration, the By-Laws, or the Pennsylvania Uniform Condominium Act for any of the above actions.

13.

Declarant Control

(a) For the period provided herein, the Declarant shall have the right to appoint and remove a member or members of the Board of Directors and/or an officer or officers of the Association subject to the right of unit owners other than the Declarant to elect members of the Board of Directors as provided in Paragraph 13(b), below. This right may be relinquished voluntarily at any time by the Declarant by its adoption, execution, and recordation of an amendment to this Declaration or it shall expire on the first to occur of the following:

(i) the expiration of three (3) years after the date upon which this Declaration is recorded in the Allegheny County, Pennsylvania, records; or

(ii) four (4) months after the date as of which seventy-five (75%) percent of the units shall have been conveyed by the Declarant to unit owners other than a person or persons constituting the Declarant.

(b) During the period of Declarant control of the Board of Directors of the Association, unit owners other than the Declarant shall elect members of the Board of Directors as follows:

(i) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the units to unit owners other than the Declarant, not less than twenty-five (25%) percent of the members of the Board of Directors shall be elected by unit owners other than the Declarant.

(ii) Not later than sixty (60) days after conveyance of fifty (50%) percent of the units to unit owners other than the Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Board of Directors shall be elected by unit owners other than the Declarant.

(iii) Not later than the termination of the period of Declarant control, the unit owners shall elect the five (5) member Board of Directors as provided in the By-Laws, of which at least a majority must be unit owners. The Board of Directors shall elect the officers. The persons elected shall take office upon election.

Easement

(a) The Declarant and its duly authorized agents, representatives, and employees shall have and there is hereby reserved an easement over all property subject to this Declaration for the maintenance of sales offices, management offices, model units, and signs, and the reasonable use of the common elements for sales purposes. Declarant hereby reserves the following areas as shown on the plats and plans to be used for sales offices, management offices, and model units:

- (i) Model Units -- Units 1001, 1002, 1003, and 1004;
- (ii) Application Office -- Unit 1005;
- (iii) Real Estate Sales Office -- Unit 1006; and
- (iv) Administrative Office -- Office area within the clubhouse.

Declarant hereby reserves the right to relocate these offices and model units to other units or areas within the Condominium property.

(b) To the extent that any unit or common element encroaches on any other unit or common element, whether by reason of any deviation from the Plats and Plans in the construction, repair, renovation, restoration, or repair of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist.

(c) . The Association, through the Board of Directors, may grant utility easements, including easements for cable television, under, through, or over the common elements, as may be reasonably necessary to or desirable for the ongoing development and operation of the Condominium.

(d) For the benefit of its members, there is reserved unto the Association, its agents and employees, a reasonable right of access over and through attics and crawl spaces for installation and maintenance of wires, pipes, conduits, and other such apparatus.

15.

Leasing

All leases or rental agreements shall be in writing and specifically subject to this Declaration, the By-Laws, and the rules and regulations adopted pursuant thereto. No unit may be leased or rented for a period of less than thirty (30) days. Units may be rented only in their entirety; no fraction or portion may be rented.

[CONTINUED]

CERTIFICATION OF COMPLETION OF THE
STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS
OF THE BUILDINGS CONSTITUTING THE
TWIN OAKS MANOR CONDOMINIUM

In accordance with Section 3201(b) of the Pennsylvania Uniform Condominium Act, Act No. 1980-82, 68 Pa. C.S. Sections 3101-3414 the undersigned, being a registered surveyor, architect or professional engineer, hereby certifies that all structural components and mechanical systems of all buildings containing or comprising any units in that certain property situate at 8000 Sanlin Drive, Coraopolis, Allegheny County, Pennsylvania, and known as the Twin Oaks Manor Condominium, created by the recording of a Declaration of Condominium dated September 19, 1983, and recorded September 20, 1983 in Deed Book Volume 6698, page 608, in the Office of the Recorder of Deeds in and for Allegheny County, are substantially completed in accordance with the plans.

SHEFFLER & COMPANY, INC.

DATED: Sept 19, 1983

BY: Dave D. Sheffler

REGISTRATION NO:

11786-E

PURCHASE OPTION

THIS OPTION, granted this *23rd* day of *July*....., 1983, by the Twin Oaks Manor Development Association, a Pennsylvania Corporation, (hereinafter called "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the equitable owner of certain real property situated at 8000 Sanlin Drive, Coraopolis, Allegheny County, Pennsylvania, which property is more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter called "the Real Estate"); and

WHEREAS, pursuant to the provisions of the Pennsylvania Uniform Condominium Act, Act No. 1980-82, 68 P. C. S. Section 3101-3414 (hereinafter called "the Act") Declarant has submitted the Real Estate to condominium ownership by the recordation of a written Declaration (including Plats and Plans) in the aforesaid Office in Deed Book Volume *6698*, at page *608*., thereby creating a condominium having the name The Twin Oaks Manor Condominium (hereinafter called "the Condominium"), which is a "conversion condominium", as defined in the Act; and

WHEREAS, on *July 22*....., 1983, (hereinafter called "the Notice Date"), Declarant mailed or delivered the notice of conversion required by the provisions of Section 3410(a) of the

Act (hereinafter called "the Conversion Notice"), which Conversion Notice included, inter alia, a statement of the terms pursuant to which each tenant occupying any part of the Real Estate for residential use on the Notice Date has been granted the right to purchase the condominium unit then occupied by such tenant in accordance with the provisions of Section 3410(b) of the Act (hereinafter called "the Tenant Purchase Option"); and

WHEREAS, Section 3410(b) of the Act requires that the Tenant Purchase Option be recorded, and this instrument is intended to be recorded for the purpose of meeting such requirements;

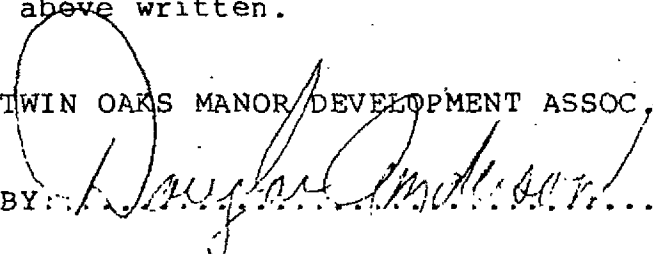
NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby agrees as follows:

1. All Tenant units are subject to the Purchase Option, those units under tenant lease agreement as of the date herein.
2. By its term, and consistent with the provisions of Section 3410(b) of the Act, the Tenant Purchase Option shall expire on January 22, 1984, (hereinafter called "the Option Expiration Date"). Consequently, from and after the Option Expiration Date this instrument shall be null, void and of no further force or effect, without the necessity for any act or deed.
3. The complete terms of the Tenant Purchase Option are

set forth in the Conversion Notice and the Public Offering Statement (required by Section 3402 and 3404 of the Act) accompanying the Conversion Notice, copies of which are available for examination in Declarant's sales office, located upon the Real Estate, at 8000 Sanlin Drive, Coraopolis, Allegheny County, Pennsylvania 15108. The names of tenants who are eligible to exercise the Tenant Purchase Option are also available at such sales office. This instrument is not intended to, and shall not, enlarge, decrease or otherwise alter any of the provisions of the Tenant Purchase Option, but rather is intended solely to provide record notice thereof as required by Section 3410(b) of the Act.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first above written.

TWIN OAKS MANOR DEVELOPMENT ASSOC.

BY: 

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this 20th day of September, 1983, before me, a notary public, duly authorized in the County and State aforesaid to take acknowledgements, personally appeared Douglas.....
Anderson..... and, respectively, President and Secretary of Twin Oaks Manor Development Association, to me known to be the individuals and officers of said corporation described in and who executed the foregoing instrument, and that they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the above County and State.

William D. Anthony.....
Notary Public

Exhibit "A"

Property Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Township of Moon, County of Allegheny, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the centerline of Beaver Grade Road, distant along said centerline of said road North $39^{\circ} 16' 50''$ West 1,260.49 feet from the point of intersection of said centerline with the centerline of Thorn Run Road; thence along said centerline of Beaver Grade Road North $39^{\circ} 16' 50''$ West a distance of 76.28 feet to a point on the line of property now or formerly of Paul A. Talarico, et ux; thence along said last mentioned line North $61^{\circ} 12' 40''$ East a distance of 382.79 feet to a point; thence continuing along the same North $10^{\circ} 31'$ West a distance of 111.41 feet to a point; thence continuing along the same and along the northeasterly line of properties now or formerly of Lednar, Konchar, Magnus and Bodfish, North $39^{\circ} 16' 50''$ West a distance of 526.73 feet to a point on line of property now or formerly of Russell M. Patton, et ux, et al (formerly of Hueston); thence along said last mentioned line North $64^{\circ} 53' 32''$ East a distance of 834.08 feet to a point; thence along the westerly boundary line of Hyde Park Plan of Lots No. 1 as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 63, pages 191-192, South $10^{\circ} 31'$ East a distance of 827.93 feet to a point on the line of other property of Philip W. Gundelfinger; thence along said last mentioned line South $79^{\circ} 29'$ West a distance of 507 feet to a point; thence continuing along the same South $44^{\circ} 22' 57''$ a distance of 62.01 feet to a point; and thence still along the same South $61^{\circ} 12' 40''$ West a distance of 340 feet to a point in the centerline of Beaver Grade Road, the point at the place of beginning.

CONTAINING 11.65 acres, more or less.

Subject to the following matters as contained in the records of the Recorder's Office of Allegheny County, Pennsylvania, viz:

1. All coal and mining rights and all rights relating thereto.
2. Right of Way of P. W. Gundelfinger, et ux, to McClintic-Gordon Co. of McKees Rocks, dated January 22, 1963, and recorded in Deed Book Volume 4077, page 313.
3. Right of Way of P. W. Gundelfinger, et ux, to Columbia Gas Co. of Pennsylvania, dated June 10, 1964, and recorded in Deed Book Volume 4165, page 79.
4. Right of Way of Cloverleaf Development, Inc., to The Bell Telephone Company of Pennsylvania, dated April 9, 1969, and recorded in Deed Book Volume 4725, page 453.
5. Cloverleaf Development, Inc., to Columbia Gas Co. of Pennsylvania dated May 13, 1969, and recorded in Deed Book Volume 4738, page 311.

6. Widening of Flaugherty Run Road as evidenced by Viewers Proceedings at A 325 April Term, 1933 (1-10-33).
7. Rights of public in Beaver Grade Road as description calls to centerline thereof.
8. Rights of Way for common roadway, sewer, gas, water and utility lines and a fifteen-foot right of way for sanitary sewer as reserved in Deed from Philip W. Gundelfinger, et ux, to Cloverleaf Development, Inc., dated October 17, 1967, and recorded at Deed Book Volume 4423, page 509.

Being the same property which Cloverleaf Development, Inc., by deed dated August 5, 1982, and recorded August 6, 1982 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 6516, page 148 granted and conveyed to Twin Oaks Manor Development Association, a Pennsylvania limited partnership.

EXHIBIT "B"

Percentage of Undivided Interest in Common Elements, Voting
Percentage, and Percentage Applicable to Common Expenses

<u>Unit</u>	<u>Bedrooms</u>	<u>Percentage</u>
1001	1	.613%
1002	1	.613%
1003	2	.830%
1004	2	.830%
1005	2	.830%
1006	2	.830%
1007	1	.613%
1008	1	.613%
1009	2	.830%
1010	2	.830%
1011	2	.830%
1012	2	.830%
1013	1	.613%
1014	1	.613%
1015	2	.830%
1016	2	.830%
1017	2	.830%
1018	2	.830%
1019	1	.613%
1020	1	.613%
1021	2	.830%
1022	2	.830%
1023	2	.830%
1024	2	.830%
2025	1	.613%
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2027	2	.830%
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7123	2	.830%
7124	2	.830%
7125	2	.830%
7126	2	.830%
7127	1	.613%
7128	1	.613%
7129	2	.830%
7130	2	.830%
7131	2	.830%
7132	2	.830%
		<u>100.012%</u>

The percentage interests are approximately equal to the ratio of the square footage of each unit to the total square footage of all units.