

Lee & Linda Dobler

WESTCHESTER COURT CONDOMINIUM II

PUBLIC OFFERING STATEMENT

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EXHIBITS

Exhibit I	Declaration of Condominium
Exhibit II	By-Laws
Exhibit III	Rules & Regulations
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WESTCHESTER COURT CONDOMINIUM II

PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM: Westchester Court Condominium II

ADDRESS OF CONDOMINIUM: Westchester Drive,  
Wexford, PA 15090

NAME AND ADDRESS OF DECLARANT: West Realty Company  
P. O. Box K  
Wexford, PA 15090

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: March 1, 1984

THIS PUBLIC OFFERING STATEMENT IS BEING PRESENTED BY THE SELLER IN AN ATTEMPT TO DISCLOSE AND SUMMARIZE INFORMATION PERTINENT TO CONSIDERATION OF A PURCHASE OF A CONDOMINIUM UNIT AT WESTCHESTER COURT CONDOMINIUM II. SINCE IT IS AN ABBREVIATED FORMAT, PROSPECTIVE PURCHASERS SHOULD ALSO REFER TO THE COMPLETE DOCUMENTS CONTAINED IN THIS BOOKLET FOR COMPLETE INFORMATION.

WITHIN 15 DAYS AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT A PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM DECLARANT.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 3406(c) OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT IN AN AMOUNT EQUAL TO 5% OF THE SALES PRICE FOR SUCH UNIT, UP TO \$2,000.00, OR IN AN AMOUNT EQUAL TO THE DAMAGES SUFFERED BY THE PURCHASER, WHICHEVER IS GREATER.

IF THE PUBLIC OFFERING STATEMENT IS RECEIVED BY THE PURCHASER MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, HE OR SHE CANNOT CANCEL THE CONTRACT.



EVERY PROSPECTIVE PURCHASER SHOULD READ THIS BOOKLET CAREFULLY

Format of this Booklet

This booklet summarizes the significant features of Westchester Court Condominium II and presents additional information of interest to prospective purchasers, including the proposed Declaration of Condominium, the proposed By-Laws of the Condominium Association, and the Annual Budget of the Condominium Association. The Declaration and the By-Laws are referred to as the "Condominium Documents". If there is any variation between this Public Offering Statement and the Condominium Documents, the Condominium Documents will govern.

NO PERSON OR SALES AGENT OR OTHER REPRESENTATIVE OF DECLARANT MAY ORALLY MODIFY THE TERMS AND CONDITIONS OF THE CONDOMINIUM DOCUMENTS OR INTERPRET THEIR LEGAL EFFECT. ALL CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THIS PUBLIC OFFERING STATEMENT HAVE THE MEANINGS SET FORTH IN THE DECLARATION OR IN THE BY-LAWS.

The Condominium Concept

The term "condominium" refers to a form of property ownership which, in effect, combines two older forms of ownership. A residential condominium Unit Owner is, at the same time, both the sole owner of the portion of a building which encloses his or her living quarters and one of many mutual owners (in legal terms, "tenants in common") of common facilities which service his and other living quarters and of common areas which a Unit Owner may use and enjoy along with owners of other Units. Common Elements are all portions of the condominium which are not included within the Units. In general, the Common Elements constitute the underlying land and those portions of the condominium which support, enclose or service the Units, such as the building foundation, roof, exterior walls, portions of the plumbing and electrical systems, parking areas, etc.

Each individual Unit has a share, that is, an "undivided interest", in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. In this Condominium, the interest for each Unit is expressed as a decimal equivalent of a fraction, the numerator of which is the number of square feet of space within the Unit and the denominator of which is the total number of square feet of space contained in all Units in the Condominium. The ownership of this Percentage Interest gives each Unit Owner the right, subject to the terms of the Pennsylvania Uniform Condominium Act ("The Act") and of the Condominium Documents, to use and participate in the control of the Common Elements with the other Unit Owners and imposes upon each Unit Owner the obligation to pay the same percentage of the expenses of operating and maintaining the Common Elements as the Unit Owners' Percentage Interest in the Common Elements. The amount of these expenses is determined in annual budgets established by an Executive Board, which a majority of the Unit Owners will elect after Declarant has conveyed 75% of all Units to third parties, or seven years after the recording of the Declaration, whichever occurs first. It is this coupling of exclusive ownership of a Unit with the shared ownership of the Common Elements which distinguishes condominium ownership from other forms of property ownership.

## The Declarant

Westchester Court Condominium II is being developed by West Realty Company, a Pennsylvania corporation, which has its principal office at 5528 William Flynn Highway, Gibsonia, Pennsylvania 15090 and uses P. O. Box K, Wexford, Pennsylvania as its mailing address for this project.

## A Brief Description of Westchester Court Condominium II

The Westchester Court Condominium II is located in the Town of McCandless, Allegheny County, Pennsylvania. The land is approximately 1.25 acres and is more fully described in Exhibit A attached to the Declaration of Condominium. The Condominium will be developed in two phases, each of which will consist of one three-story building containing 6 units, for a total of 12 units in the Condominium. They will be of masonry construction and each unit will have a private patio and an indoor garage. Generally speaking, each Unit consists of the space bounded by the perimeter walls, floor and ceiling of the Unit. Patios are referred to as "Limited Common Elements" and are for the exclusive use of the unit to which they are attached. Units are available in two sizes as shown in the Plats and Plans. Eight two-bedroom and four three-bedroom units are presently planned.

Phase I of the development is shown in the attached preliminary site plan. Declarant has retained the right, at its sole option, to add to the condominium all or any part of the additional real estate shown as Phase II on the attached plan. Unit owner approval is not required and Declarant has 7 years to add Phase II. Parking has been provided to allow two places per unit.

The percentage interest allocated to each unit is based on the ratio of the floor area of each unit to the aggregate floor area of all units. If and as additional units are incorporated into the Condominium, the percentage interests of each unit will be adjusted to reflect the increased floor space contained in all units of the Condominium.

The building is serviced by a community sewage system and water and sewage will be individually metered to and paid by the unit owners. Maintenance of the water and sewer lines leading to the Units will be the responsibility of the Association. Each unit will have individual heating and air conditioning and separate electric meters. Electricity service for lights and air conditioning will be provided by the Pennsylvania Power Company and will be individually metered to each Unit. Gas service for heating is provided by Equitable Gas and will also be individually metered.

Declarant began construction of the first building in the fall of 1983 and it is expected that both buildings will be completed by the end of 1984. It is possible that Units will be purchased by investors, but Declarant has not set aside any percentage or block of Units for sale to investors. Declarant reserves the right to rent any Units which are not sold.

The Westchester Court complex consists of 32 completed units in the Westchester Court Condominium, the 12 units in Westchester Court Condominium II and possibly a 12 unit Westchester Court Condominium III. These associations

may voluntarily join together to share some common maintenance responsibilities, but are not legally obligated to do so.

### The Condominium Documents

The Condominium Documents are part of this booklet. The Declaration is the legal document which creates the Condominium. It establishes and expresses the existence of the Condominium, incorporates the plans showing all Units, defines certain terms, and allocates the Percentage Interests in the Common Elements and Common Expenses and the votes at meetings of Unit Owners. The Declaration may be amended only by a vote of 67% or more of the Unit Owners, subject, in certain instances, to the concurrence of all Unit Owners affected thereby or the holders of mortgages encumbering the Units.

The By-laws are the governing document setting forth the method of management of the Condominium. The Condominium, including Common Elements, is to be managed by the Association of Unit Owners through an Executive Board.

Copies of the Declaration and the By-laws are attached for your review. Some of the significant features of the Declaration and By-laws are described in this booklet, but if there is any conflict between the description contained in this Public Offering Statement and the actual text of the Condominium Documents, the Condominium Documents will control.

Units may be used by the Unit Owners only for private residential purposes. Declarant has the right to use Units which it owns as sales or management offices or models. The Condominium Documents do not contain any limitation on the sale or transfer of Units. Units may be leased pursuant to a written lease, but no lease may be for a term of less than one (1) year or for less than an entire Unit. Unit Owners are required to notify the Executive Board of any sale or lease of Units. Unit Owners do not have the right to subdivide Units.

Under the Declaration, the Executive Board may promulgate Rules and Regulations governing the use of the Condominium. Copies of the Rules and Regulations must be delivered to the Unit Owners. The Rules and Regulations which will take effect upon recording of the Condominium Documents are attached hereto. Such Rules and Regulations may govern, among other things, the ownership and enjoyment of pets in the Property.

Unit Owners may place certain mortgages on their Units. Generally, a mortgage is permitted if it is given to the seller of the Unit, the Declarant or a financial institution. The Executive Board must be given notice of the name and address of each prospective mortgagee and the amount of the proposed mortgage before the mortgage or the obligation it secures are executed.

Each Unit Owner is solely responsible for the proper care and maintenance of his Unit. Maintenance of the Common Elements is the responsibility of the Association.

The Association is comprised of all of the Unit Owners. The daily affairs of the Association are to be managed by the Executive Board, which will consist of three persons. All members of the Executive Board shall be appointed

by Declarant until 60 days after 3 Units have been conveyed by Declarant to others, at which time the Unit Owners other than Declarant shall hold a meeting to elect one member of the Executive Board to replace one appointee of Declarant. Declarant will also have the right to remove any of its appointees at any time. Within 180 days after 9 of the Units have been conveyed to persons other than the Declarant, but not later than five years after the date of recording of the Declaration, a meeting of Unit Owners will take place, and the Unit Owners (including Declarant) will then elect the entire Executive Board. After such meeting of Unit Owners, all members of the Executive Board must be either Unit Owners or partners, shareholders, or officers of entities that are Unit Owners or designees of Declarant. Annual meetings of Unit Owners will take place on the 1st day of October of each Year. Votes of Unit Owners will be allocated to Unit Owners in the same proportions as are the Percentage Interests appurtenant to the Units. The Declarant will be entitled to vote all votes allocated to Units which it owns.

The Executive Board is required to meet at least once every four months. Its responsibilities include the approval of capital expenditures, the establishment of a budget for each fiscal year and the assessment against each Unit and Unit Owner of a portion of the funds necessary to operate under such budget. A majority of all Unit Owners may, however, reject any budget or capital expenditure approved by the Executive Board, within 30 days after such approval.

Each Unit's assessment for Common Expenses shall be in proportion to its Percentage Interest. Assessments for Common Expenses are made by the Executive Board and payable by the Unit Owners. If the amount assessed and collected by the Executive Board during any year is not sufficient to cover the actual Common Expenses of the Condominium, the Executive Board may make additional assessments for the fiscal year. Any assessment which a Unit Owner does not pay, when due, becomes a lien against such Unit Owner's Unit enforceable under the Act and in accordance with the By-laws, which provide for a late charge of 5% of each overdue assessment as well as interest at the rate of 15% per annum or such other rate as the Executive Board may determine. In addition, if the Executive Board wishes to expend or borrow monies or incur expenses in an amount greater than 5% of the aggregate of all budgeted expenses for the fiscal year, such expenditures must have the prior approval of two-thirds of all Unit Owners, at either a regular meeting or a meeting called for such purpose.

The Executive Board elects its own officers and may employ a professional management agent for the Condominium on terms which the Executive Board may determine.

#### Management Agreement

The initial management for the Westchester Court Condominium II will be performed by Declarant. At the termination of the initial Management Agreement period (i.e., one (1) year), upon mutual consent of both parties or as set forth in Section 3305 of the Act, the Condominium Association may select another Management Agent.

A summary of some of the more significant portions of this Management Agreement is as follows:

- (a) The Management Agent will have complete authority to manage, maintain and operate the Condominium on a day-to-day basis, including engaging and obtaining janitorial and maintenance persons, in accordance with the By-Laws and the policies of the Condominium Association.
- (b) The Management Agent will establish a checking account in the name of the Condominium Association, will collect all monthly Condominium Assessment Fees and will pay the expenses of operating the Condominium.
- (c) The Management Agent will maintain accounting and office records.

#### Association Budget

Since the Association has not been in existence for any previous period of time there is no balance sheet or history of expenses available at the present time. The projected budget for the Association for one year following the date of the first conveyance to a purchaser is attached as Exhibit VI. This budget was prepared by the Declarant, and is based upon the assumption that each owner will contribute his assessed share and that costs will remain as set forth in the budget for the coming year. This is only an estimated budget and does not include any amount as a reserve for repairs or replacements or any contingency reserve for unanticipated expenses. The budget is broken down into the categories of expenditures for the Association and arrives at a projected monthly common expense assessment for each type of Unit.

The Declarant is not providing any services or paying any expenses that are not reflected in the budget and the Declarant expects that all expenses will be paid as a Common Expense by the Association and passed on to those Unit Owners residing in the condominium. Declarant will pay Common Expense assessments for each Unit owned by Declarant, commencing after completion and occupancy of any such Unit. Any expenses paid or provided by the Declarant which may later constitute Common Expenses are identified on the Projected Budget as such.

#### Fees Due From Purchasers at Closing

At the closing of each unit, the Purchaser will be required to provide, in addition to payment for the condominium unit purchased, sufficient funds to pay for one-half (1/2) of the real estate transfer tax stamps; title insurance, if any; settlement and recording fees; and any charges relating to the Purchaser's financing of the unit.

### Liens and Encumbrances

The Condominium is presently subject to an existing mortgage as described in the title report (Exhibit VIII). The property is subject to an easement for construction and sales activities in favor of Declarant (as set forth in the Declaration) and to easements for utility services as set forth in the Declaration and in the specimen title report attached hereto as Exhibit VIII. Upon the conveyance of a Unit to a purchaser, the Unit and its proportionate share of the common elements will be released from the mortgages.

### Description of Financing

Each purchaser will be responsible for obtaining financing for the full Purchase Price of the unit.

### Warranties

A. Declarant shall assign (to the extent assignable) and deliver to each purchaser at settlement all guarantees and warranties Declarant has received on the systems and appliances contained in the Units.

B. In addition to the foregoing and as required by the Act, Declarant warrants against structural defects in components installed by the Declarant, work done or improvements made by the Declarant. For the purpose of this paragraph, "structural defects" means those defects in components constituting any Unit or Common Element which require repair, renovation, alteration or replacement and either (A) reduce the stability or safety of the structure below acceptable standards, or (B) restrict the normal intended use of all or any part of the structure.

The foregoing structural warranty shall not be construed to make Declarant responsible for any items of maintenance relating to the Unit or the Common Elements. The warranty described above will expire as follows:

(i) as to Units, this warranty begins on the date that the Unit is conveyed to the purchaser and continues for a period of one year thereafter; and

(ii) as to each Common Element as to which the Declarant makes this warranty, the warranty begins on the date of completion of such Common Element and continues for a period of one (1) year thereafter.

EXCEPT AS SET FORTH ABOVE, THE UNIT, THE COMMON ELEMENTS, AND ALL PERSONAL PROPERTY TO BE SOLD IS SOLD "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY.

### Judgments and Lawsuits

There are no judgments against the Association and Declarant has no knowledge of any lawsuits pending against or material to the Condominium.

### Deposits

Any deposits made in connection with the purchase of a Unit shall be held in a non-interest-bearing escrow account in accordance with the provisions of Section 3408 of the Act. Any such deposit will be returned to the purchaser if he cancels an Agreement of Sale pursuant to Section 3406 of the Act.

### Restraints on Alienation

There are no restraints on the sale of any unit. However, a Unit Owner may not lease or sublease his Unit except as provided in the Declaration or give a mortgage on his Unit except as permitted by the Declaration.

### Insurance Coverage

The Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium as follows:

(1) Hazard insurance against all risks of physical loss commonly insured against. Such insurance shall cover both the Units and Common Elements, but not improvements and betterments installed by Unit Owners. SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY AS WELL AS THE CONTENTS OF THE UNIT. The Association's hazard insurance must be in an amount equal to 80% of the actual cash value of the property insured, exclusive of land, excavations, foundations and similar items. All proceeds of this policy will be payable to the Association.

(2) Comprehensive liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and any management agent against any liability to the public or to the Unit Owners, their tenants or invitees. The initial limits of liability shall be \$500,000.00 for death or personal injury to any one person, \$1,000,000.00 for death or personal injury in any single occurrence and \$100,000.00 for property damage in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN LIABILITY INSURANCE FOR HIS OWN UNIT.

The Association may carry such other policies of insurance it deems appropriate to protect the Association or Unit Owners.

In the event that any building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the available proceeds of insurance, unless 80% of the Unit Owners, including every owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild, as provided in Section 3312(g) of the Act.

### Fees and Charges

Except for the Common Expense assessments referred to above, Declarant does not expect to cause or have any other charges imposed upon the Unit Owners for the use of Common Elements. The swimming pool and tennis courts located in the Hickory Hills Complex adjacent to the condominium (which are not part of the condominium) may be used by residents after purchasing an annual pass.

Unusual Circumstances

To the best of the Declarant's knowledge and information there are no unusual circumstances or characteristics affecting the Condominium or the Units therein.

Reserves

No reserve for capital expenditures has been provided in the budget of the Association.

Structural Components

All structural components and major utility installation in the condominium will be new when installed during 1983 and 1984, as set forth previously in this booklet. The useful life (based solely upon manufacturer's representations and reasonable expectations) and estimated cost of replacing such items for the building (based upon 1983 costs) is as follows:

<u>COMPONENT OR UTILITY INSTALLATION</u>	<u>USEFUL LIFE</u>	<u>REPLACEMENT COST FOR ENTIRE BUILDING</u>
Roof	20 Years +	\$ 6,000.00
Plumbing System	25 Years +	10,000.00
Electrical System	25 Years +	15,000.00
Paved Areas	20 Years +	26,000.00

Parking

Each unit will have a garage and a driveway. Additional guest parking is also provided.