

DECLARATION OF CONDOMINIUM

for

WESTCHESTER COURT CONDOMINIUM II

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. West Realty Company, a Pennsylvania corporation, owner in fee simple of the Real Estate described in Exhibit A attached hereto, located in the Town of McCandless, Allegheny County, Pennsylvania, (the "Declarant"), 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 "Westchester Court Condominium II" (the "Condominium").

Section 1.2. Easements and Licenses. Attached hereto as Exhibit B is a list of the recorded easements and licenses affecting the Real Estate hereby submitted to the Act.

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. 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. Terms Defined Herein. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Additional Real Estate" means the real estate described in Exhibit C attached hereto, which will be developed as phase two of the condominium.

b. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Westchester Court Condominium II Association."

c. "Building" means any building included in the Property.

d. "Condominium" means the Condominium described in Section 1.1 above.

e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

f. "Declaration" means this document, as the same may be amended from time to time.

g. "Executive Board" means the Executive Board of the Association.

h. "Limited Common Elements" means the Common Elements described as such in the Act, including the driveways, walkways, patios and parking spaces located adjacent to a unit as shown on the Plats and Plans, and the area between the upper horizontal unit boundary and the unit side surface of the roof.

i. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.3 of this Declaration.

j. "Plats and Plans" means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania, as the same may be amended from time to time, which are hereby incorporated herein as Exhibit D.

k. "Property" means the Property described in Section 1.1 above, together with such portions of the Additional Real Estate as may be added to the Condominium. If the additional real estate is added, the property shall be described in Exhibit C-2 attached hereto.

l. "Unit" means a Unit as described herein and in the Plats and Plans.

1.3.3. Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit E attached, as the same may be amended from time to time.

c. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (i) the Declarant; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (iii) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

ARTICLE II

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

Section 2.1. Plats and Plans. The location and dimensions of the Buildings and other improvements comprising the property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.

Section 2.2. Percentage Interests. Attached as Exhibit D hereto is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The Percentage Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows:

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 horizontal plane of the upper surface of the plasterboard or drywall ceiling of the third story of the Unit.

(2) Lower Boundary: The horizontal plane of the bottom surface of the concrete basement or garage 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.

c. Each Unit shall also consist of:

(i) the finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all doors and windows in interior and perimeter walls; and,

(ii) all built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines or systems, serving the Building; and,

(iii) 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 §3202 of the Act which are appurtenant to the Unit.

Section 2.4. Maintenance Responsibilities: Notwithstanding 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 of a Limited Common Element shall be assessed as Limited 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 Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs or replacements of all general and Limited Common Elements, including but not limited to the roof and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

ARTICLE III

LIMITED COMMON ELEMENTS

Portions of the Common Elements which are marked on the Plats and Plans as "Limited Common Elements", including driveways, walkways, patios and parking spaces, or are so defined in this Declaration or the Act, are for the exclusive use of the Unit which they serve.

ARTICLE IV

EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217, 3218 of the Act, the following easements are hereby created:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, 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, the Association, 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, 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.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

e. Construction Easement. Until the expiration of seven (7) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

f. Adjacent Condominiums. Declarant hereby grants an easement over, under and across the Common Areas of the condominium for the benefit of the residents of the Westchester Court Condominium and Westchester Court Condominium II as needed for the purposes of ingress, egress and access for maintenance and repair of said condominiums.

Section 4.2 Declarant's Easement for Development of Additional Real Estate.

4.2.1. Declarant reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Units for all purposes relating to the construction, development, leasing and sale of improvements on the Additional Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

4.2.2. Declarant's right to maintain models and offices on the Common Elements under this Section 4.2 is subject to the limitation that Declarant may not maintain on the Common Elements more than two (2) models or offices pertaining to Declarant's activities on the Additional Real Estate. Any such model or office may not be larger than the largest Unit. Such models or offices maintained by Declarant pursuant to this Section may be located on any portion of the Common Elements not located in a Building which contains Units, and may be relocated and removed by the Declarant at Declarant's sole discretion.

4.2.3. The easement created by this Section 4.2 shall terminate upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. 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. Rights of Permitted Mortgagees. 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 Permitted Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. 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 to be a transfer within the meaning of this Section.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of the Executive Board.

ARTICLE VI

USE RESTRICTIONS

6.1. Use and Occupancy of Units and Common Elements: The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

a. All Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit owner shall permit his Unit to be used or occupied for any prohibited purpose.

b. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single small, non-illuminated name sign on the door of a Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

d. 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 his 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.

e. 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.

f. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.

g. 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 hereditament without the unanimous consent of the Unit Owners affected thereby.

6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, without incurring any liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

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. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII

MORTGAGES

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. Upon receipt of notice 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 Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

7.2. Rights of Permitted Mortgagees: 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;

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 VIII

LEASING

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: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one year; (2) no Unit may be leased or subleased without a written lease or sublease on a form approved by the Executive Board; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1. Monthly Payments: All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be

adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines 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.

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

9.3. Surplus: The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next monthly assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

9.4. Limitation on Expenditures: There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand (\$10,000.00) Dollars without the prior approval of a majority of the Unit Owners entitled to vote.

9.5. Reserve: Each annual budget for Common Expenses may include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

9.6. Accounting: Within One Hundred Twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

9.7. Interest and Charges: All sums assessed by the Executive Board against any Unit Owner shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to Section above.

ARTICLE X

DECLARANT'S RIGHTS

10.1. Control: Election of the members of the Executive Board shall be subject to the following conditions:

a. Until the 60th day after conveyance of 3 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. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than 60 days after conveyance of 3 Units to Unit Owners other than Declarant, one of the three members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 180 days after 9 of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three-member Executive Board.

10.2. Declarant Owned Units: Declarant will only be required to pay its pro rata share of actual operating expenses of the Building for any Units which it owns but which are not occupied by Declarant.

ARTICLE XI

LIMITATION OF LIABILITY

11.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

11.2 Indemnification. 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 guilty of willful misconduct or gross negligence in the performance of his duties; 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 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.

11.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the

Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

11.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

ARTICLE XII

OPTION TO EXPAND THE CONDOMINIUM

Section 12.1. Reservation. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to add Additional Real Estate to the Condominium from time to time in compliance with §3211 of the Act, without the consent of any Unit Owner or permitted mortgagee. This option may be terminated prior to such anniversary only by the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described a such on Exhibit C hereto. There are no other limitations on this option to add Additional Real Estate to the Condominium.

Section 12.2. Assurances. Declarant makes no assurances as to the location of Buildings or other improvements on the Additional Real Estate. At such times as the Condominium is expanded, the maximum number of Units per acre on the Additional Real Estate, as an aggregate, will be no more than twelve (12) Units per acre. Any Buildings to be constructed on the Additional Real Estate and Units therein shall be compatible in quality, size, materials and architectural style with the Buildings and Units on the Property. Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. Declarant makes no assurances as to type, size, maximum number of such Common Elements or Limited Common Elements or proportion of Limited Common Elements to Units. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed as provided in Section 2.2 herein. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Building on the Real Estate described in Exhibit C and operate the same without restriction, except as set forth above.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 12th day of April, 1984.

ATTEST:

WEST REALTY COMPANY

Beth Ann Sehn

By Edward M. Truver

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this 12th day of APRIL, 1984, before me, a Notary Public, the undersigned officer, personally appeared Edward M. Truver, who acknowledged himself to be the Secretary of West Realty Corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

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

Mary F. Geist
Notary Public

My Commission Expires:

MARY F. GEIST, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES AUG. 31, 1987
Secretary, Pennsylvania Association of Notaries

LEGAL DESCRIPTION
WESTCHESTER COURT CONDOMINIUM II
TOWN OF McCANDLESS
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain parcel of land situate in the Town of McCandless, Allegheny County, Commonwealth of Pennsylvania, being lots numbered 2 and 3, and part of number 4 of the Belton Square Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 104, pages 160-162, and being more fully bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Westchester Drive, a public right of way 50 feet wide, at the dividing line between the parcel herein described and lot number 1 of the Belton Square Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 104, pages 160-162; thence by the said line of lot number 1 South 23° 00' 00" East, 145.59 feet to the northerly right of way line of Arthur Drive, a public street 50 feet wide; thence by the said line by an arc of a circle curving to the left, having a radius of 275.00 feet, an arc distance of 28.80 feet to a point; thence South 61° 00' 00" West, 75.00 feet to a point; thence by an arc of a circle curving to the left and having a radius of 510.00 feet, an arc distance of 82.06 feet to a point; thence by a line through other lands of James A. West and lot number 4 of the Belton Square Plan of Lots as recorded in Plan Book Volume 104, pages 160-162, North 48° 00' 00" West, 165.05 feet to a point on the southerly right of way line of Westchester Drive, a public street 50 feet wide; thence by said line North 42° 00' 00" East, 40.00 feet to a point; thence by an arc of a circle curving to the right and having a radius of 175.00 feet, an arc distance of 92.95 feet to a point; thence North 72° 26' 00" East, 127.45 feet to a point at the place of beginning.

CONTAINING an area of 0.831 acres (36,201.719 square feet).

EXHIBIT A

EASEMENTS AND LICENSES

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. If any improvements are erected upon the premises during the current years, policy is issued subject to any taxes for the current year, which may hereafter be assessed or levied by virtue of new construction completed or partially completed during the current year.
4. Excepting and reserving coal and mining rights appurtenant thereto and heretofore have been conveyed, granted, excepted or reserved in prior instruments of record.
5. Subject to Second Amendment to Declaration, Westchester Court Condominium, dated March 25, 1983, and recorded in the Recorder's Office of Allegheny County on April 7, 1983 in Deed Book Volume 6634, page 499. Amended to Deed Book 6370, page 149, Plan Book Volume 119, pages 73 to 76. Also, Deed Book Volume 6415, page 975, Plan Book Volume 120, pages 139 to 139.
6. Subject to a 15 foot easement for utilities, drainage and sanitary sewer, as shown on survey of Andrew E. Shuty, Jr., Registered Surveyor, dated January 5, 1978 and made for West Realty Company.
7. Subject to rights, if any, of the Central District and Printing Telegraph Company under and by reason of a certain grant of right of way to it from John A. Keil, dated March 27, 1906 and of record in Deed Book Volume 1555, page 525.
8. Subject to a right of way from Albert Keil, et al, to Manufacturers Light and Heat Company, dated December 7, 1943 and recorded in Deed Book Volume 2788, page 344.
9. Subject to a right of way from Carrie Keil, et al. to Warrendale Oil and Gas Company and J.D. Fowler Company, dated March 27, 1944 and recorded in Deed Book Volume 2943, page 414.
10. Subject to a right of way from Leonard Keil, et al, to Manufacturers Light and Heat Company, dated December 29, 1953 and recorded in Deed Book Volume 3466, page 695.

EXHIBIT B

11. Subject to a right of way from Leonard Keil, et al, to Manufacturers Light and Heat Company, dated May 14, 1956 and recorded in Deed Book Volume 3525, page 108.
12. Subject to a right of way from Leonard Keil, et al, to Manufacturers Light and Heat Company, dated October 22, 1956 and recorded in Deed Book Volume 3652, page 628.
13. Subject to right of way from Leonard Keil, et al, to Manufacturers Light and Heat Company, dated December 7, 1959 and recorded in Deed Book Volume 3843, page 173.
14. Subject to right of way from Leonard Keil, et al, to Columbia Gas of Pennsylvania recorded January 8, 1963 in Deed Book Volume 4036, page 149.
15. Subject to right of way from Leonard Keil, et al, to Columbia Gas of Pennsylvania recorded November 12, 1965 in Deed Book Volume 4302, page 334.
16. Subject to right of way from West Realty Company to Municipal Authority of West View, recorded May 15, 1975 in Deed Book Volume 5478, page 536.
17. Subject to right of way from Mary Ellen Keil, widow, to Town of McCandless, recorded May 4, 1977 in Deed Book Volume 5796, page 53.
18. Subject to right of way from West Realty Company to Equitable Gas Company, dated July 3, 1978 and recorded in Deed Book Volume 5971, page 728.
19. Subject to right of way from John P. Bergman to United Natural Gas Company recorded July 26, 1894 in Oil and Gas Book 11, page 593.
20. Subject to right of way from West Realty Company to the North Pittsburgh Telephone Company, dated May 4, 1978 and recorded in Deed Book Volume 5986, page 569.
21. Subject to Condemnation of the McCandless Township Sanitary Authority of right of way for installation of sewers at No. GD77-01392, in REM.
22. Subject to Oil and Gas Lease from Robert Blum, et ux, to C.L. Smith, recorded June 23, 1928, in Deed Book Volume 2360, page 730, for a term of two years or so long as gas and oil are produced. Assigned to Albert Keil, recorded January 2, 1936 in Deed Book Volume 2526, page 483. C.L. Smith assigned 1/18th interest to Robert Blum, recorded January 2, 1936 in Deed Book Volume 2526, page 484.
23. Subject to Oil and Gas Lease from Robert Blum, et ux, et al, to C.L. Smith, Trustee, recorded July 18, 1928 in Deed Book Volume 2354, page 646. Robert Blum released this 4/16th interest from Herman Stark to C.L. Smith recorded in Deed Book Volume 2464, page 35.
24. Subject to Oil and Gas Lease from J. Adam Keil to United Natural Gas Company recorded July 26, 1894 in Oil and Gas Book 11, page 592.

25. Subject to Oil and Gas Lease from John P. Bergman to William Fleming, as recorded in Oil and Gas Book 5, page 144. Assigned to South Penn Oil Company, recorded in Oil and Gas Book 7, page 189. Assigned to Forest Oil Company, recorded in Oil and Gas Book 8, page 361. Assigned to West Pennsylvania Pipeline, recorded May 5, 1897 in Oil and Gas Book 15, page 233.

26. Subject to rights of way from Leonard Keil, et al, to Manufacturers Light and Heat Company, dated June 29, 1948 and recorded in Deed Book Volume 3014, page 377.

27. Subject to any and all prior grants or reservations of coal, gas, oil, minerals and mining rights of record. Further subject to any and all rights of way for public or private streets, sewers, waterlines and/or utility service lines of any kind, either contained in prior instruments of record or apparent on the property as they may now exist or be hereinafter installed.

28. Subject to right of way from Leonard Keil to Columbia Gas of Pennsylvania recorded June 26, 1968 in Deed Book Volume 4572, page 110.

29. No-Lien Contract between West Realty Company and Rutledge Construction Company filed November 10, 1983 at No. A GD83-19213.

30. MECHANICS LIEN EXCEPTION: Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

LEGAL DESCRIPTION
WESTCHESTER COURT CONDOMINIUM
LOT NO. 6 and PARCEL 'A'
ADDITIONAL REAL ESTATE
TOWN OF McCANDLESS
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain parcel of land situate in the Town of McCandless, Allegheny County, Pennsylvania, Commonwealth of Pennsylvania, being designated as Lot Number 6 and Parcel 'A' of the Belton Square Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 104, pages 160-162, and being more fully bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Westchester Drive, 50 feet wide, at the dividing line of Lots Number 5 and 6 in the Belton Square Plan of Lots as recorded in Plan Book Volume 104, pages 160-162; thence by said dividing line, South 44° 43' 00" East, 162.73 feet to a point on the northerly right of way line of Arthur Drive, 50 feet wide; thence by the same by an arc of a circle curving to the left having a radius of 510.00 feet, an arc distance of 58.53 feet to a point; thence by the dividing line of lands of Parcel 'A' and Lot Number 6 of the Belton Square Plan of Lots and lands known as Hickory Hills Phase II Planned Unit Residential Development as recorded in Plan Book Volume 97, pages 186-192, the following courses and distances: North 62° 14' 00" West, 62.11 feet to a point; thence North 84° 08' 30" West, 182.51 feet to a point; thence North 66° 50' 30" west, 281.39 feet to a point; thence North 30° 34' 00" East, 216.13 feet to a point; thence by the dividing line between Parcel 'A' and Lot Number 34 of the Belton Square Plant of Lots, South 73° 02' 57" East, 10.95 feet to a point on the northerly right of way line of Westchester Drive, 50 feet wide; thence by the same, by an arc of a circle curving to the left and having a radius of 175.00 feet an arc distance of 463.24 feet to a point at the place of beginning.

CONTAINING an area of 1.471 acres.

EXHIBIT C

LEGAL DESCRIPTION
WESTCHESTER COURT CONDOMINIUM
BUILDING 800
TOWN OF McCANDLESS
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain parcel of ground situate in the Town of McCandless, Allegheny County, Pennsylvania, Commonwealth of Pennsylvania, being part of Lot Number 4 and all of Lot Number 5 of the Belton Square Plan of Lots as recorded in Plan Book Volume 104, pages 160-162, in the Recorder's Office of Allegheny County and being more fully bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Westchester Drive, 50 feet wide, at the intersection with the westerly line of Lot Number 5 in the said Belton Square Plan of Lots as recorded in Plan Book Volume 104, pages 160-162; thence by the said right of way line of Westchester Drive, 50 feet wide, by an arc of a circle curving to the left and having a radius of 175.00 feet, an arc distance of 10.03 feet to a point; thence by the same right of way line, North 42° 00' 00" East, 135.27 feet to a point; thence by a line through Lot Number 4 in said plan, South 48° 00' 00" East, 165.05 feet to a point on the northerly right of way line of Arthur Drive, 50 feet wide; thence by the same, by an arc of a circle curving to the left and having a radius of 510.00 feet an arc distance of 155.23 feet to a point; thence by the dividing line of lands between Lots Numbers 5 and 6 of the said plan, North 44° 43' 00" West, 162.73 feet to a point on the southerly right of way line of Westchester Drive, 50 feet wide, at the place of beginning.

CONTAINING an area of 0.549 acres.

LEGAL DESCRIPTION
WESTCHESTER COURT CONDOMINIUM
TOTAL PARCEL
LOTS NUMBERS 2, 3, 4, 5, 6 and PARCEL 'A'
TOWN OF McCANDLESS
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain parcel of land situate in the Town of McCandless, Allegheny County, Commonwealth of Pennsylvania, being designated Lots Numbers 2, 3, 4, 5, 6 and Parcel 'A' of the Belton Square Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 104, pages 160-162, and being more fully bounded and described as follows:

BEGINNING at a point on the southerly right of way line of Westchester Drive, 50 feet wide, at the dividing line of Lots Numbers 1 and 2 in the Belton Square Plan of Lots as recorded in Plan Book Volume 104, pages 160-162; thence by said dividing line, South 23° 00' 00" East, 145.59 feet to a point on the northerly right of way line of Arthur Drive, 50 feet wide; thence by the same by an arc of a circle curving to the left and having a radius of 275.00 feet an arc distance of 28.80 feet to a point; thence South 61° 00' 00" West, 75.00 feet to a point; thence by an arc of a circle curving to the left and having a radius of 510.00 feet an arc distance of 295.82 feet to a point; thence by the dividing line of lands between Lot Number 6 and Parcel 'A' and lands of Hickory Hills Phase II, Planned Unit Residential Development, as recorded in Plan Book Volume 97, pages 186-192, the following courses and distances: North 62° 14' 00" West, 62.11 feet to a point; thence North 84° 08' 30" West, 182.51 feet to a point; thence North 66° 50' 30" West, 281.390 feet to a point; thence North 30° 34' 00" East, 216.13 feet to a point; thence by the dividing line between Parcel 'A' and Lot Number 34 of the Belton Square Plan of Lots, South 73° 02' 57" East, 10.95 feet to a point on the northwesterly right of way line of Westchester Drive, 50 feet wide; thence by an arc of a circle curving the left and having a radius of 175.00 feet an arc distance of 463.24 feet to a point; thence North 42° 00' 00" East, 175.27 feet to a point; thence by an arc of a circle curving to the right and having a radius of 175.00 feet an arc distance of 92.95 feet to a point; thence North 72° 26' 00" East, 127.45 feet to a point at the place of beginning.

CONTAINING an area of 2.851 acres.

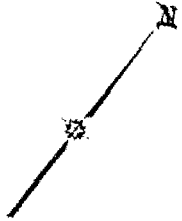
WESTCHESTER COURT CONDOMINIUM II

INITIAL UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT

<u>Unit No.</u>	<u>Unit Type</u>	<u>Initial Percentage Interest in Common Elements</u>	<u>Revised Percentage Interest in Common Elements If Phase II is Added</u>
901	Three-bedroom	19.4248	9.7124
903	Two-bedroom	15.2876	7.6438
905	Two-bedroom	15.2876	7.6438
907	Two-bedroom	15.2876	7.6438
909	Two-bedroom	15.2876	7.6438
911	Three-bedroom	19.4248	9.7124
801	Three-bedroom		9.7124
803	Two-bedroom		7.6438
805	Two-bedroom		7.6438
807	Two-bedroom		7.6438
809	Two-bedroom		7.6438
811	Three-bedroom		9.7124

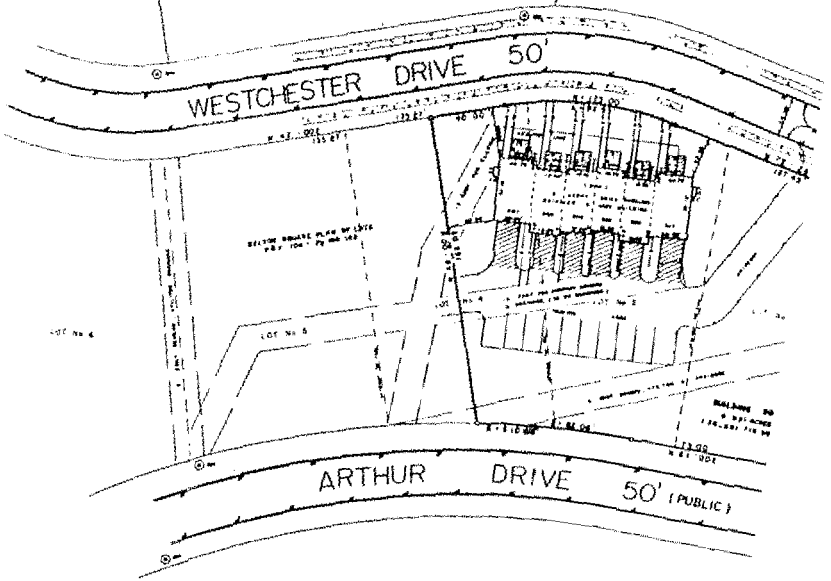
EXHIBIT E

EXHIBIT




WESTCHESTER EDWY COMMONWEALTH
ARRANGEMENTS OF
S.S. 201 100' 70' 100' 100'
S.S. 201 110' 70' 100' 100'

WESTCHESTER COURT COMMONWEALTH
ARRANGEMENTS OF
S.S. 201 100' 70' 100' 100'
S.S. 201 110' 70' 100' 100'



NOTE
ALL UTILITIES LOCATED WITHIN PAVED ROAD OR CURB AND 10' DIMENSIONS
SHOWN ON THIS PLAN.
2. PARKING SPACES FOR AUTO PROVIDED BY TOWN OF WILMINGTON
AND IN THIS SECTION ARE:

 HATCHED AREA DENOTES
LIMITED COMMON ELEMENT

— 6" GAS SERVICE LINE
— 4" WATER SERVICE LINE
— 4" ELECTRIC SERVICE LINE
— 4" PLUMBING SERVICE LINE

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF ALLEGANY

ON THE 13TH DAY OF APRIL, 1984, BEFORE ME, A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED IN PERSON, Edward A. Shuty, Jr. and Michael A. DeLoe, known to me to be the persons whose names are subscribed to the foregoing instrument, and being duly sworn, each being duly sworn, each being sworn to the truth of the statements to which his name is subscribed.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND NOTARIAL SEAL
Edward A. Shuty, Jr.
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

Edward A. Shuty, Jr.
 Notary Public
 My Commission Expires on 12/31/84

WEST REALTY COMPANY, a Pennsylvania Corporation, hereby declares that it is the owner, in whole or in part, of the real estate described in the Declaration Book, and that the same is being offered for sale and lease to the public. The Declaration Book, as amended, and the Plans and Plat to be recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, are hereby declared to be the true and correct Declaration Book, as amended, and the Plans and Plat to be recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, in the Declaration Book.

IN WITNESS WHEREOF, WEST REALTY COMPANY, HAS CAUSED THESE PLATS AND PLANS TO BE EXECUTED

 SECRETARY

SEAL
Edward A. Shuty, Jr.
 NOTARY PUBLIC

I, EDWARD A. SHUTY, JR., A REGISTERED SURVEYOR ONLY LICENSED BY AND IN THE COMMONWEALTH OF PENNSYLVANIA, HEREBY CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATE IS APPLIED, TOGETHER WITH THE OTHER PLATS AND PLANS FOR WESTCHESTER COURT CONDOMINIUM II, CONSISTING OF COORDINATE POINTS AND PLANS TO THE PROVISIONS OF THE PENNSYLVANIA COMMONWEALTH ACT NO. 12, AS AMENDED, FULLY AND ACCURATELY REFLECT ALL EXISTING CONDITIONS REGARDING SAID CONDOMINIUM AND FURNISH ALL INFORMATION REQUIRED BY SECTION 502 OF THE PENNSYLVANIA COMMONWEALTH ACT, ACT OF 1970.

March 30, 1984
 DATE

Edward A. Shuty, Jr.
 SURVEYOR No. 17242 E

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF ALLEGANY

ON THE 20TH DAY OF APRIL, 1984, BEFORE ME, A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED Edward A. Shuty, Jr. and Michael A. DeLoe, known to me to be the persons whose names are subscribed to the above Declaration Book, and being duly sworn, each being sworn to the truth of the statements to which his name is subscribed.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND NOTARIAL SEAL

Edward A. Shuty, Jr.
 NOTARY PUBLIC

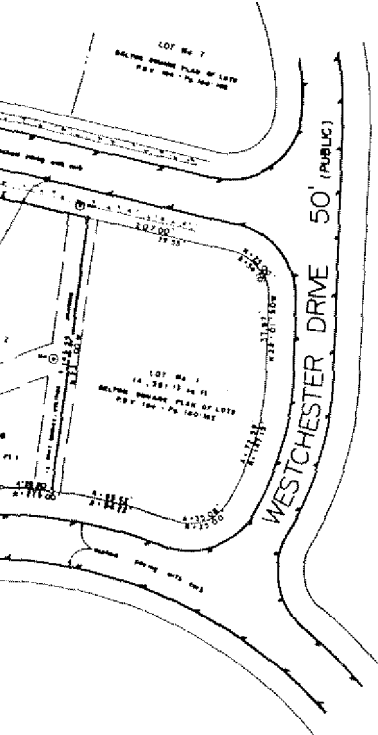
Edward A. Shuty, Jr.
 Notary Public
 My Commission Expires on 12/31/84

THE SIGNERS OF PAGE 1 OF 2 SHEETS WHICH MAKE UP THE PLATS AND PLANS FOR THE WESTCHESTER COURT CONDOMINIUM II, BEING SUBMITTED TO THE RECORDER OF DEEDS, ALLEGANY COUNTY, PENNSYLVANIA, HEREBY AND ACCURATELY REFLECT ALL EXISTING CONDITIONS REGARDING SAID CONDOMINIUM AND FURNISH ALL INFORMATION REQUIRED BY SECTION 502 OF THE PENNSYLVANIA COMMONWEALTH ACT, ACT OF 1970.

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF ALLEGANY

RECORDED IN THE RECORDER'S OFFICE FOR THE RECORDING OF DEEDS, PLATS, PLANS, ETC. IN SAID COUNTY OF ALLEGANY IN PLAIN BOOK NUMBER 124 - PAGE 63 TO 64 INCL. THIS BOOK BEING OF RECORD AND MAP, THE 124 - DAY OF APRIL, 1984.

Michael A. DeLoe
 RECORDER OF DEEDS



PLATS and PLANS
 of
 WESTCHESTER COURT
 CONDOMINIUM II

SITUATE IN
 TOWN OF McCANDLESS, ALLEG. CO., PA
 PREPARED FOR
 WEST REALTY COMPANY

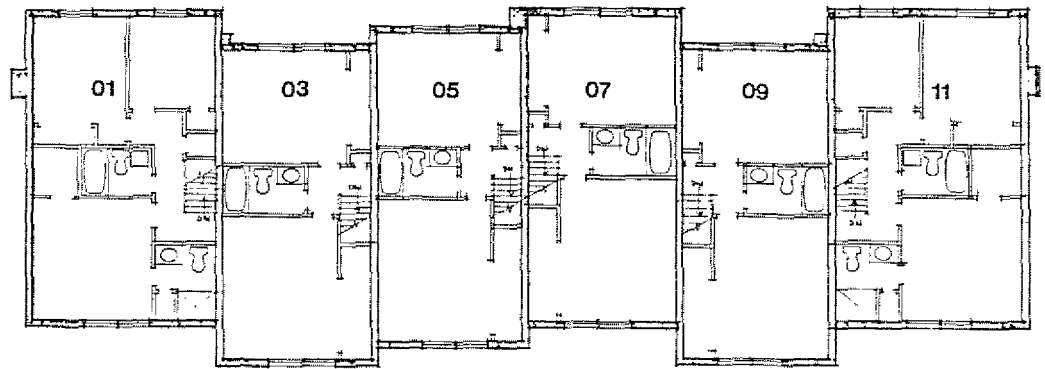
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MARCH 8, 1984
 REV: MARCH 30, 1984

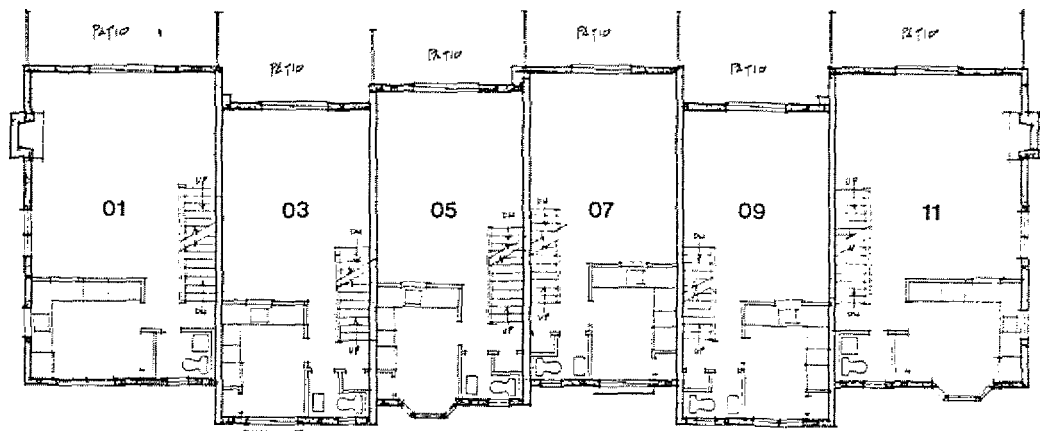
A. EDWARD SHUTY JR. Inc.
 9800 MCKENIGHT ROAD
 PITTSBURGH, PA 15227

SHEET: 1 of 3

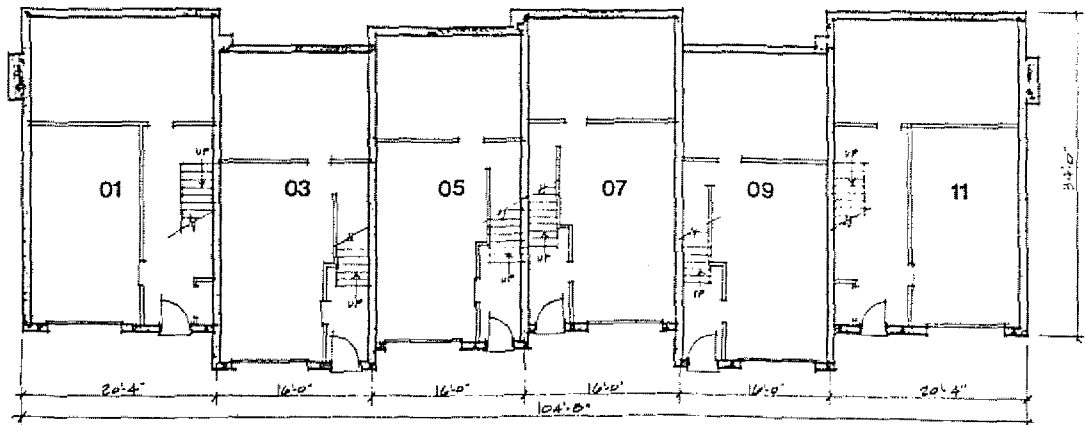
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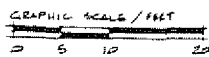
second floor plan



first floor plan



basement plan



COMMON ELEMENT
UNIT ELEMENT
UNIT DESIGNATION

THIS PLAN ACCURATELY
DEPicts ALL PROPOSED
CONDITIONS AND CONTAINS
ALL INFORMATION REQUIRED
BY SECTION 3210 OF ACT 82.

SPACES NOT CONTAINED WITHIN
THE UNITS ARE COMMON

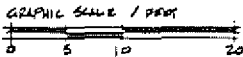
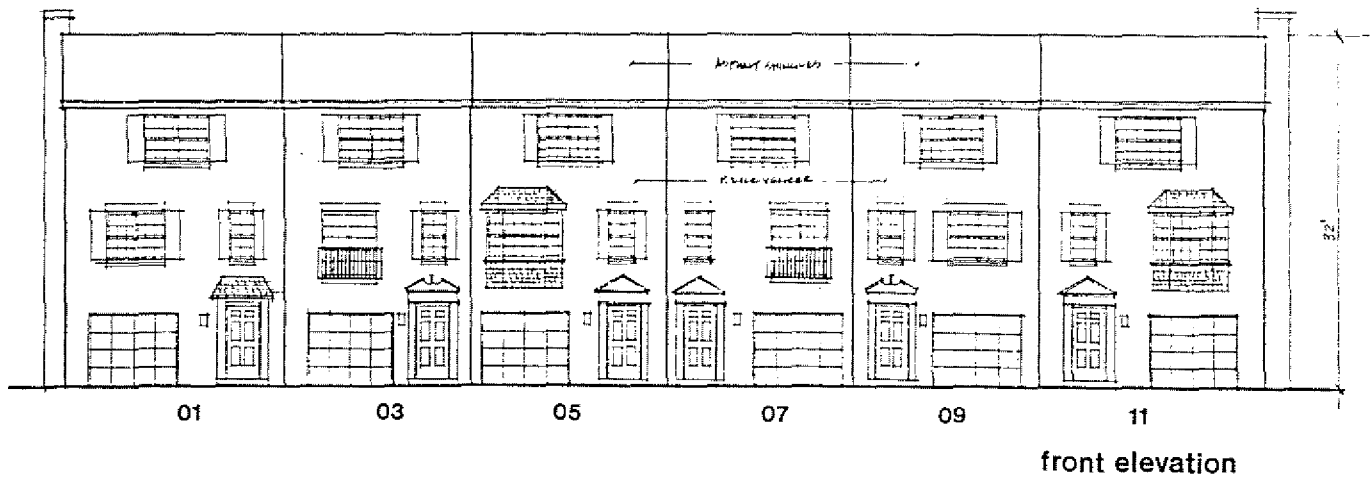
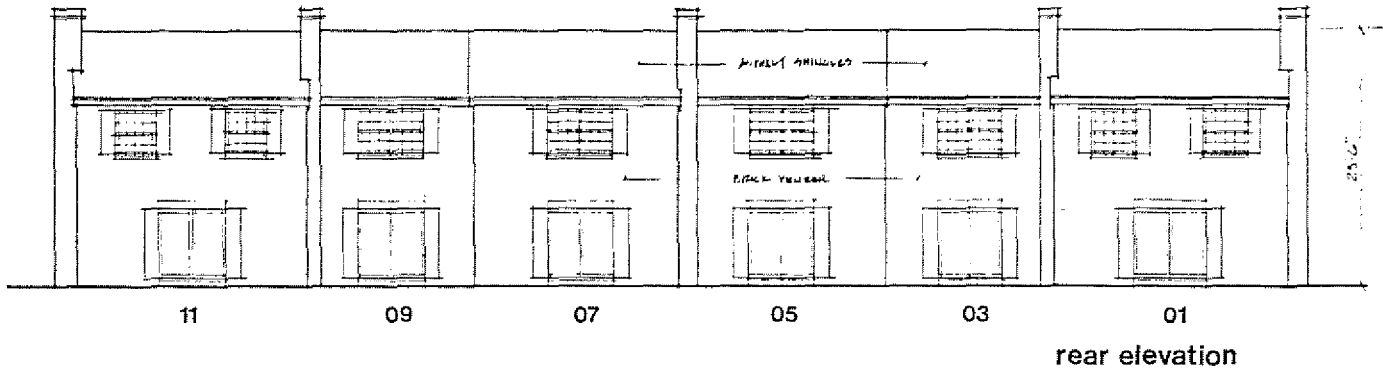
ARCHITECTS
WILKINS & HELLON ASSOCIATES
170 ROXBOROUGH RD. PITTS. PA. 15229

BUILDINGS 800 & 900

VESTCHESTER COURT
CONDOMINIUM ASSOCIATION
VESTCHESTER DRIVE
WEXFORD, ALLEGHENY COUNTY, PA 15090

1

Nov. 1973



THIS PLAN ACCURATELY
DEPICTS ALL PROPOSED
CONDITIONS AND CONTAINS
ALL INFORMATION REQUIRED
BY SECTION 3112 OF ACT 88.

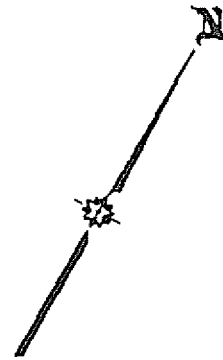
ARCHITECTS
WILKINS & HEATON ASSOCIATES
170 ROCHESTER CO. PITTS. PA. 15229

BUILDINGS 800 & 900

VESTCHESTER COVET
CONDOMINIUM ASSOCIATION
VESTCHESTER DEL VEG
WEX FORD, ALLEGHENY COUNTI, PA. 15090

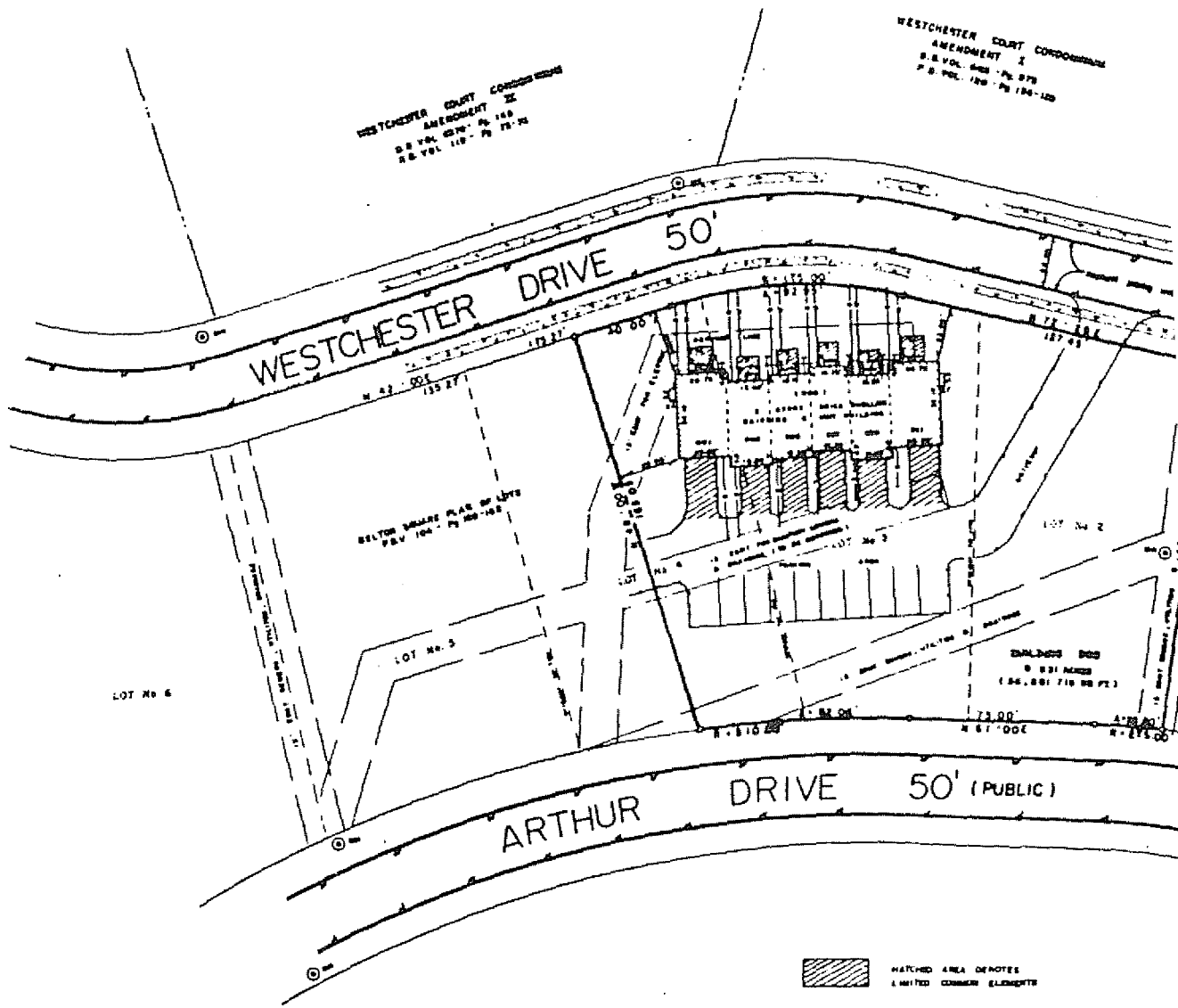
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NOV. 1975



WESTCHESTER COURT CONDOMINIUM
AMENDMENT II
P. S. VOL. 452 - PG. 145
P. S. VOL. 112 - PG. 72-73

WESTCHESTER COURT CONDOMINIUM
AMENDMENT I
P. S. VOL. 468 - PG. 878
P. S. VOL. 126 - PG. 126-127



NOTE:
ALL UTILITIES LOCATED WITHIN ROAD RIGHT OF WAY AND 15' SETBACKS
SHOWN ON THIS PLAN.
2. PARKING SPACES PER UNIT DETERMINED BY TYPE OF ENCLOSURE
ORD. No. 741 - SECTION 200.

HATCHED AREA DENOTES
LIMITED COMMON ELEMENTS

- GAS SERVICE LINE
- WATER SERVICE LINE
- ELECTRIC SERVICE LINE
- SANITARY SEWER SERVICE LINE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

ON THE 13th DAY OF APRIL, 1984, BEFORE ME, A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED EDWARD SHUTY, JR., WHOSE NAME IS SUBSCRIBED TO THE ABOVE DECLARATION AND SAID EDWARD SHUTY MADE SOLEMN OATH TO THE TRUTH OF THE STATEMENT TO WHICH HIS NAME IS SUBSCRIBED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

Phyllis A. Shuty
NOTARY PUBLIC

MY COMMISSION EXPIRES:

EDWARD SHUTY, JR. HAS BEEN
CERTIFIED BY THE BOARD OF
NOTARIAL PUBLICS AS BEING
QUALIFIED TO EXERCISE HIS OFFICE.

WEST REALTY COMPANY, A PENNSYLVANIA CORPORATION HEREBY DECLARES THAT (1) IT HAS, BY THE EXECUTION, ACCOMPLISHMENT AND RECORDING THEREOF, OF A DECLARATION DATED _____ IN WHICH REFERENCE TO THESE PLATS AND PLANS IS MADE, SUBMITTED THE LAND AND THE ENCUMBRANCES, RIGHTS AND APPURTENANCES BELONGING THEREON DESCRIBED IN SUCH DECLARATION AND IN THESE PLATS AND PLANS TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, ACT 68 OF 1981. (2) IT REQUESTS THESE PLATS AND PLANS TO BE RECORDED IN THE RECORDER OF DEEDS OFFICE OF ALLEGHENY COUNTY PURSUANT TO THE PROVISIONS OF THE SAID ACT.

WE HEREBY CERTIFY THAT WEST REALTY COMPANY HAS CAUSED THESE PLATS AND PLANS TO BE EXECUTED ON THE 13th DAY OF APRIL, 1984.

WEST REALTY COMPANY

SEAL:

Edward M. ...
VICE-PRESIDENT

I, ARTHUR E. SHUTY, JR., A REGISTERED SURVEYOR DULY LICENSED BY AND IN THE COMMONWEALTH OF PENNSYLVANIA, HEREBY CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATE IS APPLIED, TOGETHER WITH THE OTHER PLATS AND PLANS FOR WESTCHESTER COURT CONDOMINIUM II, CONSISTING OF 3 UNITS, FULLY AND ACCURATELY DEPICT ALL EXISTING CONDITIONS REGARDING SAID CONDOMINIUM AND CONTAINS ALL INFORMATION REQUIRED BY SECTION 2210 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, ACT 62 OF 1980.

MARCH 30, 1984
DATE

Arthur E. Shuty, Jr.
REGISTRATION NO. 17382-E

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

ON THE 13th DAY OF APRIL, 1984, BEFORE ME, A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED EDWARD SHUTY, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND SAID EDWARD SHUTY MADE SOLEMN OATH TO THE TRUTH OF THE STATEMENT TO WHICH HIS NAME IS SUBSCRIBED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND NOTARIAL SEAL.

Phyllis A. Shuty
NOTARY PUBLIC

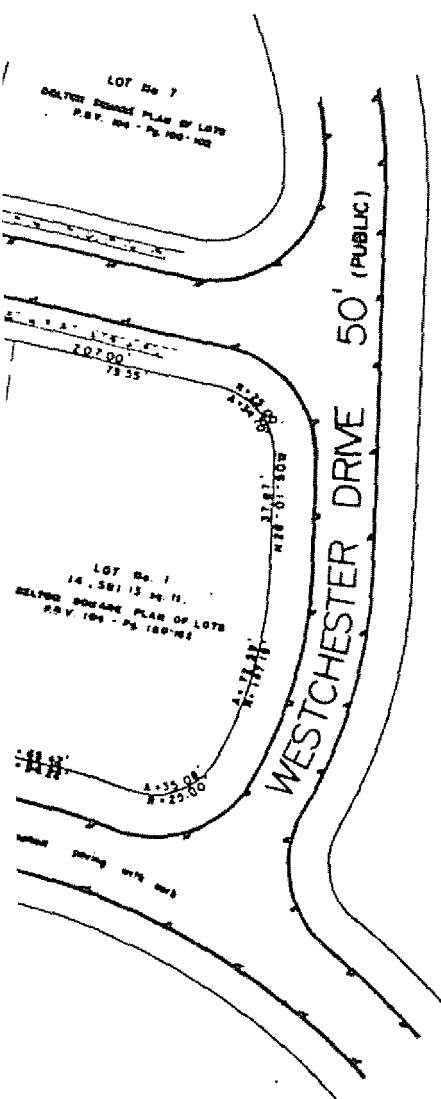
BY COMMISSIONER OF REVENUE
EDWARD SHUTY, JR., REGISTERED SURVEYOR
BY PENNSYLVANIA DEEDS ACT, 62 OF 1980
COUNTY OF ALLEGHENY

THIS DRAWING IS SHEET 1 OF 3 SHEETS WHICH MAKE UP THE PLATS AND PLANS FOR THE WESTCHESTER COURT CONDOMINIUM II, BEING EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM BEING RECORDED CONTEMPORANEOUSLY HERewith IN THE OFFICE OF THE RECORDER OF DEEDS OF ALLEGHENY COUNTY, PENNSYLVANIA.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

RECORDED IN THE RECORDER'S OFFICE FOR THE RECORDING OF DEEDS, PLATS, PLANS, ETC. IN SAID COUNTY OF ALLEGHENY IN PLAN BOOK VOLUME 124, PAGES 62 TO 68, INCL. GIVEN UNDER MY HAND AND SEAL THIS 13th DAY OF APRIL, 1984.

Michael A. Della Vecchia
RECORDER OF DEEDS



PLATS and PLANS of WESTCHESTER COURT CONDOMINIUM II

SITUATE IN
TOWN OF McCANDLESS, ALLEG. CO., PA
PREPARED FOR
WEST REALTY COMPANY

SCALE: 1" = 30'

MARCH 8, 1984
REV: MARCH 30, 1984

A. EDWARD SHUTY, JR., Inc.
9800 McKNIGHT ROAD
PITTSBURGH, PA 15227

364-3366