

**FOREST OAKS CONDOMINIUM ASSOCIATION
DECLARATION**

DECLARATION OF CONDOMINIUM

for

FOREST OAKS CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Forest Oaks Venture, a Pennsylvania partnership (the "Declarant") and First Service Corporation, 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, 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 "Forest Oaks Condominium" (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 in phases and added to the condominium.

b. "Association" means the unit owners association of the Condominium and shall be known as the "Forest Oaks Condominium 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, balconies and patios located adjacent to a unit as shown on the Plats and Plans.

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 all of the additional real estate is added, the property shall be as described in Exhibit E 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 F 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 "P" hereto is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined by a fraction having one (1) as the numerator and as a denominator the total number of units in the condominium at the time the instrument is recorded. The Percentage Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit. The Percentage Interest in the Common Elements will be reduced pro-rata as additional Units are added to the Condominium through the exercise of Declarant's right to expand the Condominium as set forth in Paragraph XII so that the total percentage interest of all Units will always be 100%. This will be accomplished by the recording of an Amendment to this Declaration setting forth the new percentage interest 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. Horizontal Boundaries: The upper and lower (horizontal) boundaries of the Unit shall be the following extended to intersections with the vertical boundaries:

(1) Upper Boundary: The Unit side surface of the plywood sheathing of the roof of the Building.

(2) Lower Boundary: 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 of the Building, and the center line of the party walls which separate the Unit from other Units.

c. Each Unit shall also consist of:

(1) 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, including patio doors; and,

(11) 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, including furnaces, water heaters, ductwork and piping serving only one Unit, and air conditioning or similar units located outside the Unit but serving only one Unit; 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 Section 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 Section 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 balcony and patio 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. In addition, the Association may provide for association maintenance of unit components where such items involve matters of concern related to the general health, safety and welfare of the occupants of the building in which the Unit is located and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owners and the Association.

Section 2.5. Relocation of Unit Boundaries: Relocation of boundaries between Units, subdivision or conversion of Units is not permitted.

ARTICLE III

LIMITED COMMON ELEMENTS

Portions of the Common Elements which are marked on the Plans and Plans as "Limited Common Elements", including driveways, balconies and patios, 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.

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 is subject to the limitation that Declarant may not maintain on the Common Elements more than four (4) 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 in any Unit or 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 shall terminate upon the annexation of all of the Additional Real Estate to the Condominium; however, Declarant 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.

4.3 Easement for Access to Undeveloped Additional Real Estate. Declarant hereby reserves an easement over those portions of the Common Elements containing the streets or other rights of way for vehicular and pedestrian ingress and egress, in the event that the Additional Real Estate is not developed as a part of the Condominium and access thereto is required over the streets of the Condominium. The right to use this easement shall extend to Declarant, its successors and assigns, all tenants and other occupants of the buildings erected on such Additional Real Estate and any other person claiming title through the Declarant. Declarant also hereby grants to the Unit Owners of the Condominium an easement over any streets on the Additional Real Estate for

vehicular and pedestrian ingress and egress to the Condominium in the event such streets are not part of the Condominium. In the event that either easement is utilized, the cost of maintenance of the streets leading to the areas of the Additional Real Estate encompassed by the easement shall be paid by the Declarant (or his successors in interest) and the Condominium Association in proportion to the actual utilization of such street. Declarant shall not be responsible for the cost of maintenance and repair of any streets which do not serve portions of the Additional Real Estate over which an easement is reserved under this paragraph, nor shall it be responsible for any contribution to the maintenance of the Condominium as a whole as a result of the reservation of this easement.

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) build any structure on the Common Elements (including Limited Common Elements) or 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 hereditaments without the unanimous consent of the Unit Owners affected thereby.

h. No animals of any kind may be raised, bred or kept in the condominium except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board. All pets must be kept leashed when outside the Unit. No pets may be left outside the Unit unattended in a kennel run or in any other fashion.

i. Except as provided herein, there shall be no outside storage upon any limited or general Common Area of any automobile, truck, tractor, mobile home, camper, boat or other transportation device of any kind, unless approved by the Board in the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any limited or general Common Area except for normal maintenance or emergency repairs. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.

j. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any portion of the Common Areas.

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 Plans and Plans, it shall not be undertaken until the Plans 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 six months; (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 §§302(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 percent (10%) of the total budget of the association for that fiscal year 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 54 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 54 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) seven years after the date of the recording of this Declaration, or (ii) 180 days after 162 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 individual Building for any Units in that building it owns but which are not occupied.

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 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 as such on Exhibit C hereto. There are no other limitations on this option to add Additional Real Estate to the Condominium.

Section 12.2 Common Element Interest. The Common Element Interest appurtenant to each Unit will be reduced pro-rata upon the creation of additional Units as set forth in paragraph 2.2. The relative voting strength in the Association and share of common expense liability will be reduced accordingly.

Section 12.3. Assurances. Declarant makes no assurances as to the location of Buildings or other Improvements on the Additional Real Estate. At such time as the Condominium is expanded, the maximum number of Units on the Additional Real Estate will be no more than 216, or 10 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.

Disc 147 8/26/85

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 6th day of September, 1985.



John W. Sabutsky Sr.
SER'Y
(CORPORATE SEAL)

John W. Sabutsky Sr.
SER'Y
(CORPORATE SEAL)

FOREST OAKS VENTURE

BY: Austin Contracting Company, partner

By: [Signature]

BY: First Service Corporation, partner

By: James M. Jorden V.P.

FIRST SERVICE CORPORATION

By: James M. Jorden V.P.

Disc 147 8/26/85

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this 14th day of September, 1985, before me, a Notary Public, the undersigned officer, personally appeared Conam Padden, who acknowledged himself to be the Vice-President of FIRST SERVICE CORPORATION, a Pennsylvania 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 Vice-President.

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

Mary F. Geist
Notary Public



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this 14th day of September, 1985, before me, a Notary Public, the undersigned officer, personally appeared Raymond J. Austin, who acknowledged himself to be the President of AUSTIN CONTRACTING COMPANY, a Pennsylvania 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 President.

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

Mary F. Geist
Notary Public

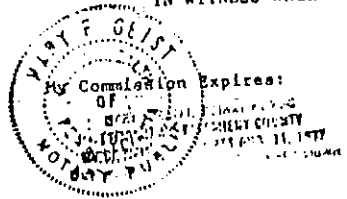


EXHIBIT "A"

LEGAL DESCRIPTION
FOREST OAKS CONDOMINIUM
TOWN OF McCANDLESS,
ALLEGHENY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel of land situate in the Town of McCandless, Allegheny County, Pennsylvania, as shown on the Plans and Plans of Forest Oaks Condominium, Part I, Phase I, recorded in the Recorder's Office of Allegheny County, Pennsylvania, contemporaneously herewith, and being more fully bounded and described as follows:

BUILDING 800

BEGINNING at a point on the westerly right-of-way line of Forest Oaks Drive, 50 feet wide, at the intersection of Forest Edge Court, 40 feet wide; thence in a southwesterly direction along the arc of a circle curving to the right having a radius of 25 feet, an arc distance of 27.55 feet to a point; thence along the northerly line of Forest Edge Court, South 63° 53' 50" West, a distance of 104.90 feet to a point; thence along the line of said street in a westerly direction along the arc of a circle curving to the right and having a radius of 380 feet, an arc distance of 40.30 feet to a point; thence along the dividing line between the property herein described and other lands of the grantor; North 24° 37' 33" West, a distance of 90.01 feet to a point along the line dividing the property herein described and other lands of the grantor; thence North 66° 33' 00" East, a distance of 284.83 feet to a point on the westerly sideline of Forest Oaks Drive; thence along the westerly sideline of Forest Oaks Drive, South 11° 12' 50" West, a distance of 46.45 feet; thence along the westerly sideline of Forest Oaks Drive in a southerly direction along the arc of a circle curving to the left and having a radius of 200 feet, an arc distance of 36.50 feet to a point at the place of beginning.

CONTAINING 0.368 acres.

BUILDING 900

BEGINNING at a point on the westerly right-of-way line of Forest Oaks Drive, 50 feet wide, at the intersection with the southerly right-of-way line of Forest Edge Court, 40 feet wide; thence in a northwesterly direction by the arc of a circle curving to the left and having a radius of 25 feet, an arc distance of

40.57 feet to a point; thence along the southerly right-of-way line of Forest Edge Court, South 63° 53' 50" West, a distance of 80.92 feet to a point; thence in a westerly direction along the arc of a circle, being the southerly sideline of said Forest Edge Court, and curving to the right with a radius of 620 feet, an arc distance of 55.02 feet to a point; thence South 24° 6' 44" East, a distance of 75 feet to a point; thence North 68° 11' 5" East, a distance of 169.62 feet to a point on the westerly right-of-way line of Forest Oaks Drive; thence along the sideline of said Forest Oaks Drive in a northerly direction along the arc of a circle curving to the right and having a radius of 200 feet, an arc distance of 59.40 feet to a point at the place of beginning.

CONTAINING 0.293 acres.

EXHIBIT "B"

EASEMENTS AND LICENSES

1. Easements or servitudes apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections, or other matters which might be disclosed by an accurate survey of the property.
2. The following rights-of-way:
 - (1) To Equitable Gas Co., recorded in Deed Book Volume 3679, page 281;
 - (2) To same, recorded in Deed Book Volume 2164, page 683;
 - (3) To Warrondale Oil and Gas Co. and assigned to Manufacturers Light and Heat Company, recorded in Deed Book Volume 2926, page 700;
 - (4) To same, assigned to same, recorded in Deed Book Volume 2926, page 699;
 - (5) From Mr. "B" Realty Corp. to Pennsylvania Power Company and North Pittsburgh Telephone Company, dated September 5, 1973, recorded in Deed Book Volume 5280, page 481;
 - (6) From same, et al., to McCandless Township Sanitary Authority, dated February 13, 1975, recorded in Deed Book Volume 5465, page 731;
 - (7) From same to same dated February 9, 1976, recorded in Deed Book Volume 5597, page 445;
 - (8) From First Service Corporation to Pennsylvania Power, North Pittsburgh Telephone and Centre Video, dated August 13, 1984, recorded in Deed Book Volume 6934, page 374;
 - (9) From same to North Pittsburgh Telephone Company, dated September 10, 1984, recorded in Deed Book Volume 6948, page 379;
 - (10) From same to Municipal Authority of West View, dated June 27, 1984, recorded in Deed Book Volume 6914, page 316.
3. Richard Road and the rights of the public therein, description runs to a point therein.
4. Highway Occupancy Permit dated February 2, 1981, recorded in Deed Book Volume 6348, page 503.

EXHIBIT "C"

LEGAL DESCRIPTION
FOREST OAKS CONDOMINIUM
TOWN OF McCANDLESS,
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain lot or piece of ground situate in the Town of McCandless, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point in the center of Richard Road, 33 feet wide, S.H.L.R. 02135, at the dividing line of lands of the parcel herein described and lands now or formerly of T.R. Eichner; thence by said line, North 2° 03' East, 840.82 feet; thence by the dividing line of lands between Phase I and Phases II and III of said Development, North 89° 33' East, 410.92 feet to a point; thence North 66° 33' East, 284.83 feet to a point on the westerly line of Forest Oaks Drive, 50 feet wide; thence by said road the following courses and distances: by an arc of a circle deflecting left having a radius of 475.00 feet, an arc distance of 189.02 feet; thence North 11° 35' 10" West, 174.62 feet, an arc distance of 138.78 feet; thence North 87° 19' West, 147.87 feet to a point; thence North 2° 41' East, 70.00 feet to a point on the line of lands now or formerly of North Meadows, Inc.; thence by same South 87° 19' East, 274.00 feet to a point; thence by the dividing line of lands herein described and lands now or formerly of Mr. "B" Realty, South 11° 35' 10" East, 546.07 feet to a point; thence South 88° 02' 00" East, 179.56 feet to a point; thence South 11° 35' 00" East, 350.06 feet to a point in the center of Richard Road, S.H.L.R. 02135, 33 feet wide; thence by a line through Richard Road, South 55° 20' 00" West, 607.81 feet to a point; thence South 67° 15' 00" West, 604.45 feet to a point at the place of beginning.

CONTAINING 15.9628 acres.

EXCEPTING THEREFROM AND THEREOUT the following parcels:

Parcel 1:

ALL THAT CERTAIN parcel of land situate in the Town of McCandless, Allegheny County, Pennsylvania, as shown on the Plats and Plans of Forest Oaks Condominium, Part I, Phase I, recorded in the Recorder's Office of Allegheny County, Pennsylvania, contemporaneously herewith, and being more fully bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Forest Oaks Drive, 50 feet wide, at the intersection of Forest Edge Court, 40 feet wide; thence in a southwesterly direction along the arc of a circle curving to the right having a radius of 25 feet, an arc distance of 27.55 feet to a point; thence along the northerly line of Forest Edge Court, South 63° 53' 50" West, a distance of 104.90 feet to a point; thence along the line of said street in a westerly direction along

the arc of a circle curving to the right and having a radius of 580 feet, an arc distance of 40.10 feet to a point; thence along the dividing line between the property herein described and other lands of the grantor, North 24° 37' 33" West, a distance of 90.01 feet to a point along the line dividing the property herein described and other lands of the grantor; thence North 66° 33' 00" East, a distance of 284.83 feet to a point on the westerly sideline of Forest Oaks Drive; thence along the westerly sideline of Forest Oaks Drive, South 11° 12' 50" West, a distance of 46.45 feet; thence along the westerly sideline of Forest Oaks Drive in a southerly direction along the arc of a circle curving to the left and having a radius of 200 feet, an arc distance of 36.50 feet to a point at the place of beginning.

CONTAINING 0.368 acres.

Parcel 2:

BEGINNING at a point on the westerly right-of-way line of Forest Oaks Drive, 50 feet wide, at the intersection with the southerly right-of-way line of Forest Edge Court, 40 feet wide; thence in a northwesterly direction by the arc of a circle curving to the left and having a radius of 25 feet, an arc distance of 40.57 feet to a point; thence along the southerly right-of-way line of Forest Edge Court, South 63° 53' 50" West, a distance of 80.92 feet to a point; thence in a westerly direction along the arc of a circle, being the southerly sideline of said Forest Edge Court, and curving to the right with a radius of 620 feet, an arc distance of 55.02 feet to a point; thence South 24° 6' 44" East, a distance of 75 feet to a point; thence North 68° 11' 5" East, a distance of 169.62 feet to a point on the westerly right-of-way line of Forest Oaks Drive; thence along the sideline of said Forest Oaks Drive in a northerly direction along the arc of a circle curving to the right and having a radius of 200 feet, an arc distance of 59.40 feet to a point at the place of beginning.

CONTAINING 0.293 acres.

Disc 147 8/26/85

EXHIBIT "D"

THE PLATS AND PLANS FOR
FOREST OAKS CONDOMINIUM WERE RECORDED
CONTEMPORANEOUSLY HEREWITH IN THE OFFICE OF THE
RECORDER OF DEEDS OF ALLEGHENY COUNTY, PENNSYLVANIA

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EXHIBIT "E"

LEGAL DESCRIPTION
FOREST OAKS CONDOMINIUM
TOWN OF McCANDLESS,
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain lot or piece of ground situate in the Town of McCandless, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point in the center of Richard Road, 33 feet wide, S.H.L.R. 02135, at the dividing line of lands of the parcel herein described and lands now or formerly of T.R. Eichner; thence by said line, North 2° 03' East, 840.82 feet; thence by the dividing line of lands between Phase I and Phases II and III of said Development, North 89° 33' East, 410.92 feet to a point; thence North 66° 33' East, 284.83 feet to a point on the Westerly line of Forest Oaks Drive, 50 feet wide; thence by said road the following courses and distances: by an arc of a circle deflecting left having a radius of 475.00 feet, an arc distance of 189.02 feet; thence North 11° 35' 10" West, 174.62 feet, an arc distance of 138.78 feet; thence North 87° 19' West, 147.87 feet to a point; thence North 2° 41' East, 70.00 feet to a point on the line of lands now or formerly of North Meadows, Inc.; thence by same South 87° 19' East, 274.00 feet to a point; thence by the dividing line of lands herein described and lands now or formerly of Mr. "B" Realty, South 11° 35' 10" East, 546.07 feet to a point; thence South 88° 02' 00" East, 179.56 feet to a point; thence South 11° 35' 00" East, 350.06 feet to a point in the center of Richard Road, S.H.L.R. 02135, 33 feet wide; thence by a line through Richard Road, South 55° 20' 00" West, 607.81 feet to a point; thence South 67° 15' 00" West, 604.45 feet to a point at the place of beginning.

CONTAINING 15.9628 acres.

Disc 147 8/26/85

EXHIBIT "F"

FOREST OAKS CONDOMINIUM

INITIAL UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT

<u>Unit No.</u>	<u>Initial Percentage Interest in Common Elements</u>	<u>Revised Percentage Interest in Common Elements If all Phases are Added</u>
801	10.0000%	.46296%
802	10.0000%	.46296%
803	10.0000%	.46296%
804	10.0000%	.46296%
805	10.0000%	.46296%
806	10.0000%	.46296%
901	10.0000%	.46296%
902	10.0000%	.46296%
903	10.0000%	.46296%
904	10.0000%	.46296%
	100.0000%	100.00000%

OCT - 2 - 85 89250

M. P. ...

Declarant:
FOREST OAKS VENTURE

DECLARATION OF CONDOMINIUM
FOR
FOREST OAKS CONDOMINIUM

5450
PMB
278

Prepared by:

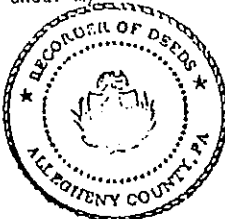
JAY D. GLASSER, ESQ.
HOLLINSHEAD AND MENDELSON
Attorney At Law
200 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219
(412) 355-7070

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

RECORDED on this 2nd day of October, 19 85 in the Recorder's Office
of the said County, in Deed Book Volume 7167, page 99.

GIVEN under my hand and the seal of the said office the day and year aforesaid.



Michael J. ...
RECORDER

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RECORDED
OCT 2 11 2 1985

FOREST OAKS CONDOMINIUM
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT made this 30th day of July, 1986, by FOREST OAKS VENTURE, a Pennsylvania partnership ("Declarant").

WHEREAS, on October 2, 1985 a Declaration of Condominium Ownership for the Forest Oaks Condominium, located in the Town of McCandless, Allegheny County, Pennsylvania, was recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 7167, page 99; and

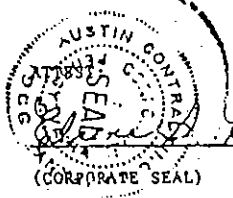
WHEREAS, on October 2, 1985 the Plats and Plans for said Condominium were recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan Book Volume 136, pages 13 to 18; and

WHEREAS, Declarant wishes to amend the said Declaration of Condominium to include additional units located on the Additional Real Estate pursuant to the provisions of Article XII of said Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration of Condominium for Forest Oaks Condominium by adding the Additional Real Estate described in Exhibit "C-1" attached hereto and creating thereupon the additional Condominium Units listed on Exhibit "F-1" attached hereto. Pursuant to the terms of the Declaration, the percentage interest in the Common Elements for all units in the Condominium shall be as set forth in Exhibit "F-1" attached hereto.

Except as modified, amended, revised and expanded above, Declarant, for itself, its successors and assigns, hereby restates, republishes and reaffirms the original Declaration of Condominium.

IN WITNESS WHEREOF, this document has been executed and day and year first above written.



FOREST OAKS VENTURE
BY: AUSTIN CONTRACTING COMPANY, Partner

BY: [Signature]



BY: FIRST SERVICE CORPORATION, Partner

BY: [Signature]

EXHIBIT C-1

LEGAL DESCRIPTION
FOREST OAKS CONDOMINIUM
TOWN OF McCANDLESS,
ALLEGHENY COUNTY, PENNSYLVANIA

ALL that certain lot or piece of ground situate in the Town of McCandless, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point in the center of Richard Road, 33 feet wide, S.H.L.R. 02135, at the dividing line of lands of the parcel herein described and lands now or formerly of T.R. Richner; thence by said line, North 2° 03' East, 840.82 feet; thence by the dividing line of lands between Phase I and Phases II and III of said Development, North 89° 33' East, 410.92 feet to a point; thence North 66° 33' East, 284.83 feet to a point on the westerly line of Forest Oaks Drive, 50 feet wide; thence by said road the following courses and distances: by an arc of a circle deflecting left having a radius of 475.00 feet, an arc distance of 189.02 feet; thence North 11° 35' 10" West, 174.62 feet, an arc distance of 138.78 feet; thence North 87° 19' West, 147.87 feet to a point; thence North 2° 41' East, 70.00 feet to a point on the line of lands now or formerly of North Meadows, Inc.; thence by same South 87° 19' East, 274.00 feet to a point; thence by the dividing line of lands herein described and lands now or formerly of Mr. "B" Realty, South 11° 33' 10" East, 346.07 feet to a point; thence South 88° 02' 00" East, 179.56 feet to a point; thence South 11° 35' 00" East, 350.06 feet to a point in the center of Richard Road, S.H.L.R. 02135, 33 feet wide; thence by a line through Richard Road, South 55° 20' 00" West, 607.81 feet to a point; thence South 67° 15' 00" West, 604.45 feet to a point at the place of beginning.

CONTAINING 15.9628 acres.

EXCEPTING THEREFROM AND THEREOUT the following parcels:

Parcel 1:

ALL THAT CERTAIN parcel of land situate in the Town of McCandless, Allegheny County, Pennsylvania, as shown on the Plans and Plans of Forest Oaks Condominium, Part I, Phase I, recorded in the Recorder's Office of Allegheny County, Pennsylvania, contemporaneously herewith, and being more fully bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Forest Oaks Drive, 50 feet wide, at the intersection of Forest Edge Court, 40 feet wide; thence in a southwesterly direction along the arc of a circle curving to the right having a radius of 25 feet, an arc distance of 27.55 feet to a point; thence along the northerly line of Forest Edge Court, South 63° 53' 30" West, a distance of 104.90 feet to a point; thence along the line of said street in a westerly direction along

the arc of a circle curving to the right and having a radius of 580 feet, an arc distance of 40.30 feet to a point; thence along the dividing line between the property herein described and other lands of the grantor, North 24° 37' 33" West, a distance of 90.01 feet to a point along the line dividing the property herein described and other lands of the grantor; thence North 66° 33' 00" East, a distance of 284.83 feet to a point on the westerly sideline of Forest Oaks Drive; thence along the westerly sideline of Forest Oaks Drive, South 11° 12' 50" West, a distance of 46.45 feet; thence along the westerly sideline of Forest Oaks Drive in a southerly direction along the arc of a circle curving to the left and having a radius of 200 feet, an arc distance of 36.50 feet to a point at the place of beginning.

CONTAINING 0.368 acres.

Parcel 2),

BEGINNING at a point on the westerly right-of-way line of Forest Oaks Drive, 50 feet wide, at the intersection with the southerly right-of-way line of Forest Edge Court, 40 feet wide; thence in a northwesterly direction by the arc of a circle curving to the left and having a radius of 25 feet, an arc distance of 40.57 feet to a point; thence along the southerly right-of-way line of Forest Edge Court, South 63° 53' 50" West, a distance of 80.92 feet to a point; thence in a westerly direction along the arc of a circle, being the southerly sideline of said Forest Edge Court, and curving to the right with a radius of 620 feet, an arc distance of 55.02 feet to a point; thence South 24° 6' 44" East, a distance of 75 feet to a point; thence North 68° 11' 5" East, a distance of 169.62 feet to a point on the westerly right-of-way line of Forest Oaks Drive; thence along the sideline of said Forest Oaks Drive in a northerly direction along the arc of a circle curving to the right and having a radius of 200 feet, an arc distance of 59.40 feet to a point at the place of beginning.

CONTAINING 0.293 acres.

EXHIBIT "7-1"

FOREST OAKS CONDOMINIUM

UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT
AT TIME OF RECORDING OF FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

<u>Unit No.</u>	<u>Initial % Interest in Common Elements</u>	<u>Present % Interest in Common Elements</u>	<u>Revised % Interest in in Common Elements If all Phases Are Added</u>
701		5.0000%	.46296%
702		5.0000%	.46296%
703		5.0000%	.46296%
704		5.0000%	.46296%
705		5.0000%	.46296%
706		5.0000%	.46296%
801	10.0000%	5.0000%	.46296%
802	10.0000%	5.0000%	.46296%
803	10.0000%	5.0000%	.46296%
804	10.0000%	5.0000%	.46296%
805	10.0000%	5.0000%	.46296%
806	10.0000%	5.0000%	.46296%
901	10.0000%	5.0000%	.46296%
902	10.0000%	5.0000%	.46296%
903	10.0000%	5.0000%	.46296%
904	10.0000%	5.0000%	.46296%
1001		5.0000%	.46296%
1002		5.0000%	.46296%
1003		5.0000%	.46296%
1004		5.0000%	.46296%
	100.0000%	100.0000%	

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

} SS:

On this, the 25th day of July, 1986, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND J. AUSTIN, who acknowledged himself to be the PRESIDENT of AUSTIN CONTRACTING COMPANY, a corporation, and that he, as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

IN WITNESS WHEREOF, I herunto set my hand and notarial seal.

Raymond J. Austin
NOTARY PUBLIC
RAYMOND J. AUSTIN, NOTARY PUBLIC
McKANDLESS TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 2, 1988
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

} SS:

On this, the 28th day of July, 1986, before me, a Notary Public, the undersigned officer, personally appeared MARK A. OLUVIC, who acknowledged himself to be the Vice President of FIRST SERVICE CORPORATION, a corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I herunto set my hand and notarial seal.

Lori L. Sloan
NOTARY PUBLIC

LORI L. SLOAN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 17, 1988
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES:

LORI L. SLOAN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 17, 1988
Member, Pennsylvania Association of Notaries

FOREST OAKS CONDOMINIUM
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
PHASE I -- PART III

THIS AMENDMENT made this 15th day of April, 1988, by FOREST OAKS VENTURE, a Pennsylvania partnership ("Declarant").

WHEREAS, on October 2, 1985 a Declaration of Condominium Ownership for the Forest Oaks Condominium, located in the Town of McCandless, Allegheny County, Pennsylvania, was recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 7167, page 99, and amended on July 30, 1986 at Deed Book Volume 7357, page 29; and


WHEREAS, on October 2, 1985 the Plats and Plans for said Condominium were recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan Book Volume 136, pages 13 to 18, and amended on July 30, 1986 at Plan Book Volume 140, pages 172 to 177; and

WHEREAS, Declarant wishes to amend the said Declaration of Condominium to include additional units located on the Additional Real Estate pursuant to the provisions of Article XII of said Declaration.


NOW, THEREFORE, Declarant hereby amends the Declaration of Condominium for Forest Oaks Condominium by adding the Additional Real Estate described in Exhibit "A-2" attached hereto and creating thereupon the additional Condominium Units listed on Exhibit "F-2" attached hereto. Pursuant to the terms of the Declaration, the percentage interest in the Common Elements for all units in the Condominium shall be as set forth in Exhibit "F-2" attached hereto.

Except as modified, amended, revised and expanded above, Declarant, for itself, its successors and assigns, hereby restates, republishes and reaffirms the original Declaration of Condominium.

IN WITNESS WHEREOF, this document has been executed and day and year first above written.

 [Signature]
(CORPORATE SEAL)

ATTEST:

 [Signature]
(CORPORATE SEAL)
Sec'y

FOREST OAKS VENTURE

BY: AUSTIN CONTRACTING COMPANY, Partner

BY: [Signature]

BY: FIRST SERVICE CORPORATION, Partner

BY: [Signature]
V.P.

EXHIBIT "A-2"

ALL THAT CERTAIN lot or parcel of ground situate in the Town of McCandless, Allegheny County, Pennsylvania, being known as Forest Oaks Condominium Part III, Forest Oaks Phase I, as recorded in the Allegheny County Recorder's Office in Plan Book Volume 129, pages 73 to 77, being more fully bounded and described as follows, to-wit:

BEGINNING at a point where the northerly right-of-way line of Forest Edge Court, 40 feet in width, is intersected by the westerly line of land now or formerly of the Forest Oaks Condominium, Part II, Forest Oaks Phase I, as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 148, pages 172 to 177; thence along said dividing line, North 13° 45' 13" West, 94.41 feet to a point on the line of land now or formerly of Forest Oaks Phase II; thence along said line, South 89° 33' West, 338.26 feet to a point on the line of land now or formerly of T.R. Eichner; thence along line of land of T.R. Eichner, South 2° 03' West, 609.09 feet to a point; thence through land of which this is a part, the following courses and distances: South 87° 57' East, 168.50 feet to a point; thence North 2° 03' East, 118.86 feet to a point; thence North 31° 43' 46" East, 127.70 feet to a point on the southerly right-of-way line of said Forest Edge Court; thence along the southerly and westerly right-of-way lines of Forest Edge Court, the following courses and distances: By an arc of a circle deflecting to the right having a radius of 135.00 feet, an arc distance of 198.79 feet to a point; thence North 2° 03' East, 43.09 feet to a point; thence by an arc of a circle deflecting to the right having a radius of 120.00 feet, an arc distance of 189.98 feet to a point; thence South 87° 14' 30" East, 39.74 feet to a point; thence by an arc of a circle deflecting to the left having a radius of 580.00 feet, an arc distance of 92.76 feet, to the point at the PLACE OF BEGINNING.

CONTAINING 2.599 acres.

EXHIBIT "F-2"

FOREST OAKS CONDOMINIUM

UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT
 AT TIME OF RECORDING OF SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

Unit No.	Initial % Interest in Common Elements	Present % Interest in Common Elements	Revised % Interest in Common Elements If all Phases Are Added
401		3.0303%	.46296%
402		3.0303%	.46296%
403		3.0303%	.46296%
404		3.0303%	.46296%
501		3.0303%	.46296%
502		3.0303%	.46296%
503		3.0303%	.46296%
504		3.0303%	.46296%
601		3.0303%	.46296%
602		3.0303%	.46296%
603		3.0303%	.46296%
604		3.0303%	.46296%
605		3.0303%	.46296%
701		3.0303%	.46296%
702		3.0303%	.46296%
703		3.0303%	.46296%
704		3.0303%	.46296%
705		3.0303%	.46296%
706		3.0303%	.46296%
801	10.0000%	3.0303%	.46296%
802	10.0000%	3.0303%	.46296%
803	10.0000%	3.0303%	.46296%
804	10.0000%	3.0303%	.46296%
805	10.0000%	3.0303%	.46296%
806	10.0000%	3.0303%	.46296%
901	10.0000%	3.0303%	.46296%
902	10.0000%	3.0303%	.46296%
903	10.0000%	3.0303%	.46296%
904	10.0000%	3.0303%	.46296%
1001		3.0303%	.46296%
1002		3.0303%	.46296%
1003		3.0303%	.46296%
1004		3.0303%	.46296%
	100.0000%	100.0000%	

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 1ST day of April, 1988, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND AUSTIN, who acknowledged himself to be the PRESIDENT of AUSTIN CONTRACTING COMPANY, a corporation, and that he, as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

IN WITNESS WHEREOF, I herunto set my hand and notarial seal.



Mary F. Geist
NOTARY PUBLIC

MARY F. GEIST, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES AUG. 31, 1991
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 1ST day of April, 1988, before me, a Notary Public, the undersigned officer, personally appeared MARK A. OLWIE, who acknowledged himself to be the VICE-PRESIDENT of FIRST SERVICE CORPORATION, a corporation, and that he, as such VICE-PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE-PRESIDENT.

IN WITNESS WHEREOF, I herunto set my hand and notarial seal.

Kimberly A. Hummel
NOTARY PUBLIC

MY COMMISSION EXPIRES:
KIMBERLY A. HUMMEL, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 16, 1992
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
APR 7 11:39 AM '03

APR 7 03 3036

Mendelson

(14)

FOREST OAKS VENTURE,
a Pennsylvania partnership
(Declarant)

*1462
14725.545*

FOREST OAKS CONDOMINIUM
SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
PHASE I - PART III

MAIL TO:

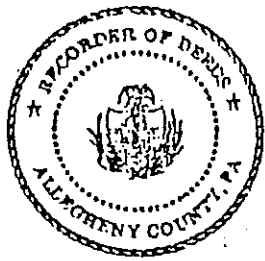
JAY D. GLASSER, ESQ.
HOLLINSHEAD AND MENDELSON
Attorneys At Law
230 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15218

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

RECORDED on this 7th day of April, 1988, in the Recorder's Office
of said County; in Dead Book Volume 7758, page 582.

GIVEN under my hand and the seal of the said office, the day and year aforesaid.



Michael J. DellaVecchia
RECORDER

VOL. 7758 PAGE 587

27 56 80212

FIRST OAKS VENTURE,
a Pennsylvania Partnership
(Declarant)

FIRST OAKS CORPORATION

W. J. ...

FIRST AMENDMENT TO
DECLARATION OF CORPORATION

(11) 35-7076

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

85

On this 30th day of July, 1986, in the Recorder's Office
of the said County, I, David Cook Volz, 7357, Page 79
do hereby certify that the said Declaration of said office the day and year aforesaid.

David Cook Volz

PS. 00012



DECLARATION ONLY

BLANK & CO. INC.
DEED RECORDING

[Handwritten signature]

DATE 4-17-89 JLB

FOREST OAKS CONDOMINIUM

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

PHASE I -- PART IV

THIS AMENDMENT made this 10th day of April, 1989, by FOREST OAKS VENTURE, a Pennsylvania partnership ("Declarant").

WHEREAS, on October 2, 1985 a Declaration of Condominium Ownership for the Forest Oaks Condominium, located in the Town of McCandless, Allegheny County, Pennsylvania, was recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 7167, page 99, and amended on July 30, 1986 at Deed Book Volume 7357, page 29, and Deed Book Volume 7758, page 582; and

WHEREAS, on October 2, 1985 the Plats and Plans for said Condominium were recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan Book Volume 136, pages 13 to 18, and amended on July 30, 1986 at Plan Book Volume 140, pages 172 to 177, and Plan Book Volume 151, pages 135 to 140; and

WHEREAS, Declarant wishes to amend the said Declaration of Condominium and Plats and Plans to include additional units located on the Additional Real Estate pursuant to the provisions of Article XII of said Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration of Condominium for Forest Oaks Condominium by adding the Additional Real Estate described in Exhibit "A-3" attached hereto and creating thereupon the additional Condominium Units listed on Exhibit "F-3" attached hereto. Pursuant to the terms of the Declaration, the percentage interest in the Common Elements for all units in the Condominium shall be as set forth in Exhibit "F-3" attached hereto.

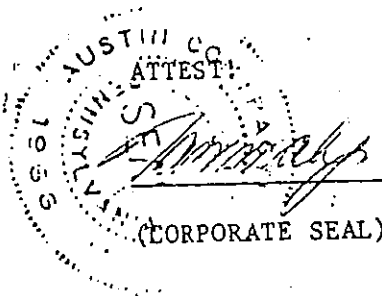
Except as modified, amended, revised and expanded above, Declarant, for itself, its successors and assigns, hereby restates, republishes and re-affirms the original Declaration of Condominium.

IN WITNESS WHEREOF, this document has been executed and day and year first above written.

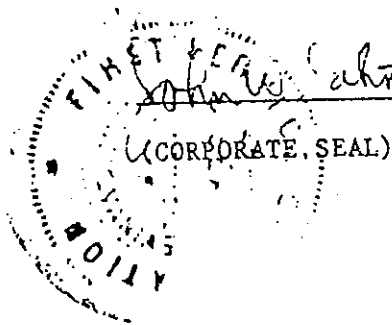
FOREST OAKS VENTURE

BY: AUSTIN CONTRACTING COMPANY, Partner

BY: _____



ATTEST:



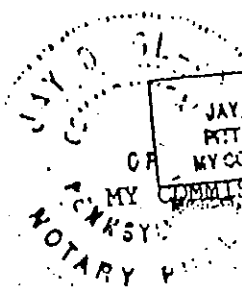
BY: FIRST SERVICE CORPORATION, Partner

BY: _____

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF ALLEGHENY)

On this, the 10th day of April, 1989, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND AUSTEN, who acknowledged himself to be the PRES. of AUSTIN CONTRACTING COMPANY, a corporation, and that he, as such PRES, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRES.

IN WITNESS WHEREOF, I herunto set my hand and notarial seal.



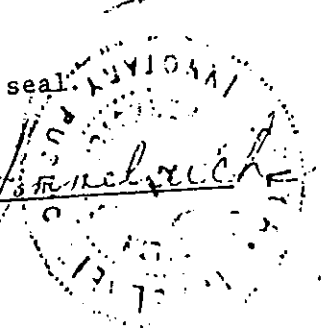
NOTARIAL SEAL
JAY D. GLASCO, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 9, 1989

Jay D. Glasco
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF ALLEGHENY)

On this, the 11th day of April, 1989, before me, a Notary Public, the undersigned officer, personally appeared John W. Johnson, Jr., who acknowledged himself to be the Secretary of FIRST SERVICE CORPORATION, a corporation, and that he, as such Secretary, 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 herunto set my hand and notarial seal.



Kimberly A. Hines
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Seal
Kimberly A. Hines, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 10, 1991
Member, Pennsylvania Association of Notaries

EXHIBIT "F-3"

FOREST OAKS CONDOMINIUM

UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT
AT TIME OF RECORDING OF THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

Unit No.	Initial % Interest in Common Elements	Present % Interest in Common Elements	Revised % Interest in Common Elements If all Phases Are Added
201		2.0408%	.46296%
202		2.0408%	.46296%
203		2.0408%	.46296%
204		2.0408%	.46296%
205		2.0408%	.46296%
206		2.0408%	.46296%
301		2.0408%	.46296%
302		2.0408%	.46296%
303		2.0408%	.46296%
304		2.0408%	.46296%
305		2.0408%	.46296%
306		2.0408%	.46296%
401		2.0408%	.46296%
402		2.0408%	.46296%
403		2.0408%	.46296%
404		2.0408%	.46296%
501		2.0408%	.46296%
502		2.0408%	.46296%
503		2.0408%	.46296%
504		2.0408%	.46296%
601		2.0408%	.46296%
602		2.0408%	.46296%
603		2.0408%	.46296%
604		2.0408%	.46296%
605		2.0408%	.46296%
701		2.0408%	.46296%
702		2.0408%	.46296%
703		2.0408%	.46296%
704		2.0408%	.46296%
705		2.0408%	.46296%
706		2.0408%	.46296%
801	10.0000%	2.0408%	.46296%
802	10.0000%	2.0408%	.46296%
803	10.0000%	2.0408%	.46296%

804	10.0000%	2.0408%	.46296%
805	10.0000%	2.0408%	.46296%
806	10.0000%	2.0408%	.46296%
901	10.0000%	2.0408%	.46296%
902	10.0000%	2.0408%	.46296%
903	10.0000%	2.0408%	.46296%
904	10.0000%	2.0408%	.46296%
1001		2.0408%	.46296%
1002		2.0408%	.46296%
1003		2.0408%	.46296%
1004		2.0408%	.46296%
1101		2.0408%	.46296%
1102		2.0408%	.46296%
1103		2.0408%	.46296%
1104		2.0408%	.46296%
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	100.0000%	100.0000%	

RECORDED BY DEEDS ALLEGHENY COUNTY, PA

APR 13 2 11 PM '89

APR 13 1989 35943
McCallister

FOREST OAKS CONDOMINIUM

DEED
APR 17 1989
ALLEGHENY COUNTY

THIRD AMENDMENT
TO DECLARATION OF CONDOMINIUM
(PHASE I -- PART IV)

M. S. R. P. P. P.

MAIL TO:

JAY D. GLASSER, ESQ.

HOLLINSHEAD AND MENDELSON

Attorneys At Law
230 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219

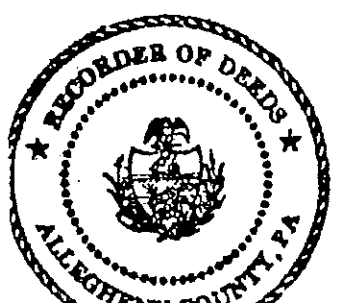
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

RECORDED on this 13th day of April, 1989, in the Recorder's
Office of the said County, in Deed Book Volume 7995, page 20.

GIVEN under my hand and the seal of said office the day and year aforesaid.

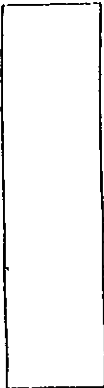
Michael J. Peth, Recorder
RECORDER

VOL. 7995 PAGE 25



QUIT CLAIM DEED

101-C-11



BLOCK & LOT NUMBER
DEEDS REGISTRY

THIS DEED, made the 27^R day of January, 1992, between
FIRST SERVICE CORPORATION (hereinafter called the "Grantor") and
STEIN CONTRACTING COMPANY, a Pennsylvania corporation
hereinafter called the "Grantee");

WITNESSETH, that in consideration of Ten and no/100
Dollars (\$10.00) and other good and valuable consideration, in
hand paid, the receipt whereof is hereby acknowledged, the said
Grantor does hereby release and quit claim to the Grantee, its
successors and assigns:

ALL THOSE CERTAIN lots or pieces of ground located in
the Township of McCandless, County of Allegheny, Commonwealth of
Pennsylvania, more fully described in Exhibit A attached hereto
and made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Quit Claim
Deed, the day and year first above written.

FIRST SERVICE CORPORATION

By: John P. Gianjulis
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
Montgomery

On this, the 27th day of January, 1992, before me, a Notary Public, the undersigned officer, personally appeared John P. Giannullo, Jr., who acknowledged himself/herself to be the Vice President of First Service Corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

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

Nancy J. DuBost
Notary Public

My commission expires:
December 19, 1994



Notarial Seal
Nancy J. DuBost, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires Dec. 19, 1994

* 8065.68

S A020993A
DEED TRANSFER TAX
County of Allegheny
* * * REISSUE * * *
S. D. 023 0.50%
North Allegheny
Date 02/04/1992
Block/Lot 1348 R 169
Amt AFFT
Rec'd \$4032.84
Check # PNB 652

Michael A. Della Vecchia
County Agent
BY [Signature]

M A020993A
DEED TRANSFER TAX
County of Allegheny
* * * REISSUE * * *
Township 065 0.50%
McCandless
Date 02/04/1992
Block/Lot 1348 R 169
Amt AFFT
Rec'd \$4032.84
Check # PNB 652

Michael A. Della Vecchia
County Agent
BY [Signature]

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

NOTICE -- THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS/ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS, AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

Witness:

Grantee

Certificate of Residence

I do hereby certify that the precise residence address of the Grantee is 8980 Perry Highway, Pittsburgh, Pennsylvania 15237.

Witness my hand this 27th day of January, 1992.

Christine A. Canavan

EXHIBIT A

[Legal Description of Property]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13165
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

235
8-DLS-28
1
AC

13163
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13163
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13165
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13165
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13164
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13164
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 900.00

13164
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB-4'92 TAX
RD.11170 865.68

LEGAL DESCRIPTION OF TRANSFERRED PHASE I PROPERTY

ALL THOSE CERTAIN pieces or parcels of land situate in the Town of McCandless, Allegheny County, Pennsylvania, being bounded and described as follows:

Parcel One:

BEGINNING at a point on the southerly line of Forest Edge Court, 40 feet wide, at the easterly line of the lot designated as "Building No. 200" as shown on the Forest Oaks Condominium Part IV Forest Oaks - Phase I Plats and Plans as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 158, pages 11 to 14; thence along said southerly side of Forest Edge Court North 65° 23' 50" East a distance of 17.55 feet to a point; thence by the arc of a circle curving to the left and having a radius of 1020.00 feet, an arc distance of 82.68 feet to a point; thence North 60° 45' 10" East a distance of 93.18 feet to a point; thence by the arc of a circle curving to the right and having a radius of 25 feet an arc distance of 34.51 feet to a point on the Westerly line of Forest Oaks Drive, 50 feet wide; thence along said side of Forest Oaks Drive South 40° 08' 50" East a distance of 118.56 feet to a point; thence by the arc of a circle curving to the right and having a radius of 25.00 feet an arc distance of 41.66 feet to a point on the northwesterly side of Richard Road (S.H.R. #02135); thence along said side of Richard Road South 55° 20' 00" West a distance of 237.53 feet to a point on the line of said lot of "Building No. 200" aforesaid; thence along said dividing line North 23° 32' 54" West a distance of 194.65 feet to the place of beginning.

Parcel Two:

BEGINNING at a point on the westerly side of Forest Oaks Drive, 50 feet wide, at the southerly line of the lot designated as "Building No. 900" in the Forest Oaks Condominiums, "Part I" Plats and Plans as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 136, pages 13 to 18; thence along said side of Forest Oaks Drive South 40° 08' 50" East a distance of 50.56 feet to a point; thence by the arc of a circle curving to the right and having a radius of 25.00 feet an arc distance of 44.03 feet to a point on the Northerly line of Forest Edge Court, 40 feet wide; thence along said side of Forest Edge Court, South 60° 45' 10" West a distance of 73.94 feet to a point; thence by the arc of a circle curving to the right and having a radius of 980.00 feet an arc distance of 79.44 feet to a point; thence South 65° 23' 50" West a distance of 88.44 feet to a point; thence by the arc of a circle curving to the right and having a radius of 580.00 feet an arc distance of 153.73 feet to a point; thence South 80° 35' 00"

West a distance of 119.15 feet to a point; thence continuing along a curve in Forest Edge Court, aforesaid, by the arc of a circle curving to the right and having a radius of 95.00 feet an arc distance of 197.21 feet to a point; thence North 2° 03' 00" East a distance of 43.09 feet to a point; thence by the arc of a circle curving to the right and having a radius of 80.00 feet an arc distance of 126.65 feet to a point on the westerly line the lot designated as "Building No. 1100" in the Forest Oaks Condominium Part IV Forest Oaks Phase I Plats and Plans as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 158, pages 11 to 14; thence along said dividing line South 00° 46' 10" East a distance of 71.54 feet to a point; thence along said lot of "Building No. 1100" and along the lot of "Building No. 1000" as shown in the Amended Plats and Plans of Forest Oaks Condominium Phase II as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 140, pages 172 to 177, South 89° 46' 10" East a distance of 220.41 feet to a point; thence continuing along the line of the lot of "Building No. 1000" and along the line of the lot of "Building No. 900" aforesaid, North 68° 11' 05" East a distance of 283.97 feet to the place of beginning.

Parcel Three:

BEGINNING at the point on the northwesterly line of Richard Road (S.H.R. #02135) at the line of land now or formerly of H.B. Krebs; thence along said side of Richard Road South 55° 20' 00" West a distance of 46.33 feet to a point; thence by the arc of a circle curving to the right and having a radius of 25.00 feet an arc distance of 32.08 feet to a point on the easterly line of Forest Oaks Drive, 50 feet wide, thence along said side of Forest Oaks Drive, North 51° 09' 20" West a distance of 82.80 feet to a point; thence by the arc of a circle curving to the right and having a radius of 1000.00 feet an arc distance of 192.13 feet to a point; thence North 40° 08' 50" West a distance of 9.82 feet to a point; thence by the arc of a circle curving to the right and having a radius of 150.00 feet an arc distance of 134.46 feet to a point; thence North 11° 12' 50" East a distance of 46.45 feet to a point on the other land now or formerly of First Service Corporation; thence South 71° 44' 10" East a distance of 59.24 feet to a point; thence South 88° 02' 00" East a distance of 179.56 feet to a point on the line of lands now or formerly of H.B. Krebs, aforesaid; thence along said line, South 11° 35' 00" East a distance of 317.45 feet to the place of beginning.

Together with the fee title interest in and to that area designated as 40' R/W - Sewers, Utilities, Drainage on the Forest Oaks - Phase I, II, III Plan of Lots as recorded in the Recorders Office of Allegheny County in Plan Book Volume 129, Page 73 to 77.

VOL. 8650 PAGE 617

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 4th
DAY OF February A.D. 1992 III Deed
BOOK VOL. 8650 PAGE 611 WITNESS MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.



Michael A. Della Vecchia

RECORDER

FEB 6 1992 014657

QUIT CLAIM DEED

McAndrews

FROM:

24

FIRST SERVICE CORPORATION

AND

AUSTIN CONTRACTING COMPANY

AFFIDAVIT

19.50
19.92

PA 18 1993

AFTER RECORDING, MAIL TO:

ALFRED V. WATERSON, JR., ESQUIRE
LAWYERS TITLE INSURANCE CORP.
900 FRICK BUILDING
437 GRANT STREET
PITTSBURGH, PA 15219
#175346

COURT OF
ALLEGHENY, PA
FEB 6 1992

REGISTRY
DEED

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

FEB 4 3 55 PM '92

P.O. Mail Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219

FOREST OAKS CONDOMINIUM
AMENDED AND RESTATED
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
PHASE I -- PART IV

THIS AMENDMENT made this 30TH day of January, 1992 by FOREST OAKS VENTURE, a Pennsylvania partnership ("Declarant") and, the FOREST OAKS ASSOCIATION ("Association").

WHEREAS, on October 2, 1985 a Declaration of Condominium Ownership (the "Declaration") for the Forest Oaks Condominium (the "Condominium"), located in the Town of McCandless, Allegheny County, Pennsylvania, was recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Deed Book Volume 7167, page 99; and

WHEREAS, a First Amendment to Declaration of Condominium (the "First Amendment") was recorded on July 30, 1986 at Deed Book volume 7357, page 29 to add buildings 700 and 1000 to the Condominium; and

WHEREAS, on October 2, 1985 the Plats and Plans for said Condominium were recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan Book Volume 136, pages 13 to 18, and amended on July 30, 1986 at Plan Book Volume 140, pages 172 to 177 to show buildings 700 and 1000; and

WHEREAS, the metes and bounds description attached to the First Amendment to describe the land submitted to the Condominium for buildings 700 and 1000 was incorrect, being a copy of Exhibit

the Additional Real Estate, instead of a description of the land shown in the amended plats and plans on which was constructed buildings 700 and 1000; and

WHEREAS, the Declarant desires to correct the record description to properly describe the land submitted with buildings 700 and 1000 as shown on the plats and plans; and

WHEREAS, the Condominium Association joins in this amendment as required by the Pennsylvania Uniform Condominium Act (68 Pa. C.S.A. §3319) for the recording of amendments.

NOW THEREFORE, Exhibit C-1 to the First Amendment is hereby replaced with Exhibit C-1 to this document.

Except as modified, amended, revised and expanded above, Declarant, and the Association, hereby restate, republish and reaffirm the original Declaration of Condominium, as amended. This document may be executed in counterpart originals.

IN WITNESS WHEREOF, this document has been executed and day and year first above written.

ATTEST:

FOREST OAKS VENTURE

BY: AUSTIN CONTRACTING COMPANY, Partner

(CORPORATE SEAL)

ATTEST:

Virginia Lee

ATTEST:

By: _____

BY: FIRST SERVICE CORPORATION, Partner

By: *John P. ...*
FOREST OAKS CONDOMINIUM ASSOCIATION

By: _____

C to the Declaration, which was a description of all of the Additional Real Estate, instead of a description of the land shown in the amended plats and plans on which was constructed buildings 700 and 1000; and

WHEREAS, the Declarant desires to correct the record description to properly describe the land submitted with buildings 700 and 1000 as shown on the plats and plans; and

WHEREAS, the Condominium Association joins in this amendment as required by the Pennsylvania Uniform Condominium Act (68 Pa. C.S.A. § 3319) for the recording of amendments.

NOW THEREFORE, Exhibit C-1 to the First Amendment is hereby replaced with Exhibit C-1 to this document.

Except as modified, amended, revised and expanded above, Declarant, and the Association hereby restate, republish and reaffirm the original Declaration of Condominium, as amended.

IN WITNESS WHEREOF, this document has been executed and day and year first above written.

FOREST OAKS VENTURE

BY AUSTIN CONTRACTING COMPANY, Partner

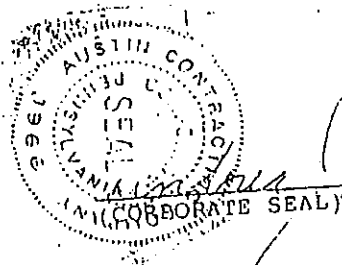
BY: [Signature]

FOREST OAKS CONDOMINIUM ASSOCIATION

BY: Edward A. Fawcett Pres.

ATTEST:

[Signature]



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this, the 30TH day of January, 1992, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND J. AUSTIN, who acknowledged himself to be the PRESIDENT of AUSTIN CONTRACTING COMPANY, a corporation, and that he, as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

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

Elaine S. Hault
NOTARY PUBLIC
Notarial Seal
Elaine S. Hault, Notary Public
McCandless Twp, Allegheny County
My Commission Expires July 18, 1994
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this, the 30TH day of January, 1992, before me, a Notary Public, the undersigned officer, personally appeared EDWARD F. FAWCETT, who acknowledged himself to be the PRESIDENT of FOREST OAKS CONDOMINIUM ASSOCIATION, and that he, as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the ASSOCIATION by himself as PRESIDENT.

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

Elaine S. Hault
NOTARY PUBLIC
Notarial Seal
Elaine S. Hault, Notary Public
McCandless Twp, Allegheny County
My Commission Expires July 18, 1994
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~ADDEGHEM~~ ^{Westmoreland})

SS:

On this, the 31st day of January, 1992, before me, a

Notary Public, the undersigned officer, personally appeared

J. P. Conyngho Jr., who acknowledged himself to be the

Vice President of FIRST SERVICE CORPORATION, a corporation, and that

he, as such Officer, being authorized to do so, executed

the foregoing instrument for the purposes therein contained by

signing the name of the corporation by himself as

Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and notarial

seal.

Nancy J. DuBost
NOTARY PUBLIC

Notarial Seal
Nancy J. DuBost, Notary Public
Lower Merionette Twp., Montgomery County
My Commission Expires Dec. 19, 1994



Handwritten signature
1524

FOREST OAKS CONDOMINIUM

AMENDED AND RESTATED

FIRST AMENDMENT TO DECLARATION

OF CONDOMINIUM

PHASE I - PART IV

BY:

FOREST OAKS VENTURE, a Pennsylvania
partnership

AND:

FOREST OAKS ASSOCIATION

Handwritten initials and signatures

DEED
REGISTRY
FEB 14 1992
COUNTY OF ALLEGHENY, PA

AFTER RECORDING, MAIL TO:

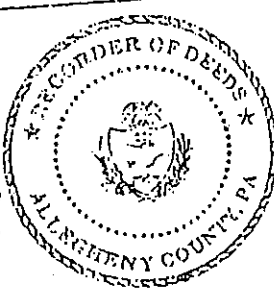
LAWYERS TITLE INSURANCE CORPORATION
900 FRICK BUILDING
437 GRANT STREET
PITTSBURGH, PA 15219

ATTN: ALFRED V. WATTERSON, JR., ESQUIRE
#175346

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 12th
DAY OF February A.D. 1992 IN Deed
BOOK VOL. 8655 PAGE 240 WITNESS MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

Michael A. Roth RECORDER



RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 12th DAY OF February A.D. 1992 IN Deed BOOK VOL. 8655 PAGE 240 WITNESS MY HAND AND SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

VOL. 8655 PAGE 245

ASSIGNMENT OF SPECIAL DECLARANT RIGHTS

This Assignment of Special Declarant Rights (this "Assignment") made and entered into by and between FOREST OAKS VENTURE, a Pennsylvania general partnership ("Assignor") and AUSTIN CONTRACTING COMPANY, a Pennsylvania Corporation ("Assignee").

W I T N E S S E T H

WHEREAS, pursuant to those certain Articles of Partnership for Forest Oaks Venture, dated December 10, 1984, between First Service and Austin (the "Articles"), Assignor and Assignee formed a Pennsylvania general partnership (the "Venture") for the purpose of constructing residential condominium units on certain real property situate in the Township of McCandless (the "Township"), Allegheny County, Pennsylvania, being that certain lot designated as Phase I on that certain Plan of Lots recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania (the "Recorder's Office"), in Plan Book Volume 129 at pages 73 to 77 (the "Plan of Lots"), and more particularly described on Exhibit A attached hereto (the "Phase I Property");

and
WHEREAS, the Phase I Property is owned by First Service;

and
WHEREAS, pursuant to that certain Declaration of Condominium, dated October 2, 1985, and recorded in the Recorder's Office in Deed Book Volume 7167 at page 99, as amended by that Certain First Amendment to Declaration of Condominium, dated July 30, 1986, and recorded in the Recorder's Office in Deed Book Volume 7357 at page 29, as further amended by that Certain Second Amendment to Declaration of Condominium, dated April 7, 1988, and recorded in the Recorder's Office in Deed Book Volume 7758 at page 582, and as further amended by that Certain Third Amendment to Declaration of Condominium, dated April 18, 1989, and recorded in the Recorder's Office in Deed Book Volume 7945 at page 20 (as amended, the "Declaration"), certain portions of the Phase I Property were submitted to the provisions of the Pennsylvania Uniform Condominium Act and the condominium known as Forest Oaks Condominium (the "Condominium") was created; and

WHEREAS, pursuant to that certain Agreement (the "Agreement"), dated as of January 31, 1992, by and among Resolution Trust Corporation, as Receiver of First Federal Savings and Loan Association of Pittsburgh ("Receiver"), First Service Corporation, a Pennsylvania corporation ("First Service"), and Austin Contracting Company, a Pennsylvania ~~general partnership~~ CORPORATION

("Austin"), First Service agreed to sell to Austin, for the sum of \$20,000, all of its right, title and interest in and to the Venture and the Transferred Phase I Property (as defined in the Agreement); and

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all of Assignor's special declarant rights, powers and reservations in and to the Declaration.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby assign, transfer, set over and convey to Assignee all of Assignor's special declarant rights, powers and reservations in and to the Declaration specifically without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Assignor.

To have and to hold the Assignor's rights, titles and interests therein unto Assignee and Assignee's successors and assigns forever.

Assignee hereby agrees to pay, protect, defend, indemnify, save and hold harmless Receiver, First Service and their respective Related Persons (as defined in the "Agreement") from and against any and all liabilities, losses, damages (including punitive damages), penalties, costs, causes of action, suits, claims demands or judgments of any nature whatsoever heretofore, now or hereafter arising from the activities of the Assignor, Declarant, or First Service, as a partner of the Assignor, with reference to the exercise of any special declarant rights, powers and reservations under the Declaration or the Pennsylvania Uniform Condominium Act. Nothing herein shall be deemed to modify the indemnification provisions set forth in the Agreement.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has executed this
Assignment of Special Declarant Rights as of this 31st day
January, 1992.

FIRST SERVICE CORPORATION, a
Pennsylvania Corporation, as
Partner in Forest Oaks Venture
and as Owner of the Fee

By: John C. Stimpert
Its: Vice President

AUSTIN CONTRACTING COMPANY, a
Pennsylvania ~~general~~ CORPORATION
~~Partnership~~, as Partner in
Forest Oaks Venture

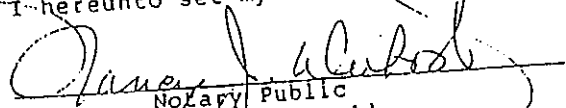
By: [Signature]
Its: President

STATE OF PENNSYLVANIA
COUNTY OF ~~ALLEGHENY~~ ^{Westmoreland}

)
)
)
ss:

On this, the 31st day of January, 1992, before me, a Notary Public, the undersigned officer, personally appeared John P. Ginnipolis Sr. who acknowledged himself to be the President of First Service Corporation, a Pennsylvania Corporation and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name, as such officer.

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


Notary Public
(Notarial Seal)

My commission expires:

Dec. 19, 1994

Notarial Seal
Nancy J. DuBost, Notary Public
Lower Fox/Janice Twp., Montgomery County
My Commission Expires Dec. 19, 1994



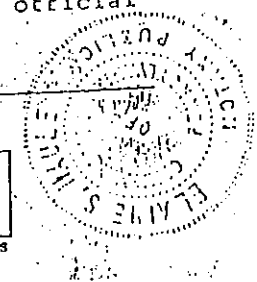
STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

ss:

On this, the 10th day of February, 1992, before me,
a Notary Public, the undersigned officer, personally appeared
Kenneth J. Austin
be the President of Austin Contracting Company, a
Pennsylvania general partnership and that he as such officer being
authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing his name, as such officer.

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

Elaine S. Haul
Notary Public
[Notarial Seal]



My commission expires:
July 18, 1994

Notarial Seal
Elaine S. Haul, Notary Public
McCandless Twp., Allegheny County,
My Commission Expires July 13, 1994
Member, Pennsylvania Association of Notaries

Mc ...

ASSIGNMENT OF SPECIAL

DECLARANT RIGHTS

BY AND BETWEEN:

FOREST OAKS VENTURE, a Pennsylvania
general partnership
and

AUSTIN CONTRACTING COMPANY,
a Pennsylvania corporation

W.S.

AFTER RECORDING, MAIL TO:

Feb 23rd

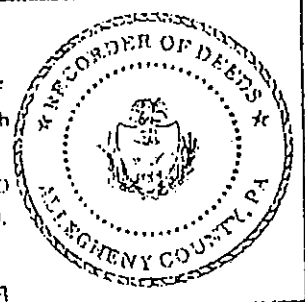
LAYERS TITLE INSURANCE CORPORATION
900 FRICK BUILDING
437 GRANT STREET
PITTSBURGH, PA 15219

ATTN: ALFRED V. WATTERSON, JR., ESQUIRE
#175346

26, Kd 52 C 21 69J
RECORDED IN DEEDS
ALLEGHENY COUNTY, PA

STATE OF PENNSYLVANIA) SS
COUNTY OF ALLEGHENY)

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 12th
DAY OF February A.D. 19 92 IN Deed
BOOK VOL. 8655 PAGE 246. WITNESS MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.



Michael A. ... RECORDER

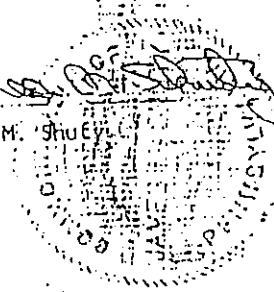
VOL. 8655 PAGE 251

CERTIFICATE OF COMPLETION OF STRUCTURAL
ELEMENTS AND MECHANICAL SYSTEMS

NAME : FOREST OAKS CONDOMINIUM - PHASE I PART V
LOCATION : Forest Oaks Drive, Town of McCandless, Allegheny County,
Pennsylvania,
DECLARANT: Auscia Contracting Company

The undersigned, James M. Shuty, a licensed
SURVEYOR in the Commonwealth of Pennsylvania, hereby
certifies, pursuant to §3201(b) of the Pennsylvania Uniform
Condominium Act, that all structural components and mechanical
systems of all buildings containing or comprising any units created
by the Fourth Amendment to the Declaration of Condominium of Forest
Oaks Condominium are substantially completed in accordance with the
plans and Plans; i.e. buildings 100, 1200 and 1300.

Dated: 4-16-92

35568-E
Lic. No. James M. Shuty
James M. Shuty


COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

SS.

On this 16th day of APRIL, 1992, before
me, a Notary Public, the undersigned officer, personally appeared
JAMES M. SHUTY and acknowledged that he executed the
foregoing instrument for the purposes therein contained.

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

Diana B. Foreman
NOTARY PUBLIC



COMMISSION EXPIRES:

NOTARIAL SEAL
DIANA B. FOREMAN, NOTARY PUBLIC
PIRE TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 12, 1992
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
30336

APR 23 3 33 PM '92

APR 23 1992 1410
Mc Cordina

FOREST OAKS VENTURE,
a Pennsylvania partnership
(Declarant)

10.50
18

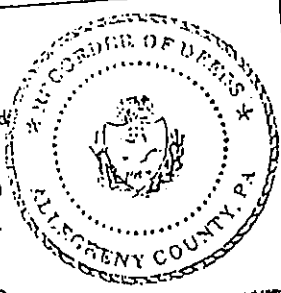
FOREST OAKS CONDOMINIUM
STATE OF PENNSYLVANIA
CERTIFICATE OF COMPLETION OF
STRUCTURAL COMPONENTS AND
MECHANICAL SYSTEMS

(3)

1/10

Jay D. Glasser, Esq.
PIETRAGALLO, BOSICK & CORDON
Attorneys at Law
THE THIRTY-EIGHTH FLOOR
ONE OXFORD CENTRE
PITTSBURGH, PA 15219
Phone (412) 263-2000

STATE OF PENNSYLVANIA) 88
COUNTY OF ALLEGHENY)
RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 23rd
DAY OF April A.D. 19 92 in Deed
BOOK VOL. 8701 PAGE 23 WITHOUT MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.
Michael A. DeLoe RECORDER



VOL. 8701 PAGE 24

jdj/forest/DECL.4TH
4/17/92

FOREST OAKS CONDOMINIUM
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
PHASE I - PART V

This Amendment made this 20th day of April, 1992 by Austin Contracting Company, a Pennsylvania Corporation.

WHEREAS, Austin Contracting Company is the successor declarant (hereinafter the "Successor Declarant") to Forest Oaks Venture pursuant to a Quit Claim Deed dated January 22, 1992, recorded in the Office of Recorder of Deeds of Allegheny County, in Deed Book Volume 8650, page 611 and an Assignment of Successor Declarant Rights dated January 31, 1992 and recorded in said office in Deed Book Volume 8655, page 246; and

WHEREAS, on October 2, 1985, a Declaration of Condominium Ownership, (the "Declaration") for the Forest Oaks Condominium (the "Condominium") located in the Town of McCandless, Allegheny County, Pennsylvania, was recorded in the Office of Recorder of Deeds of Allegheny County, Pennsylvania at Deed Book Volume 7167, page 99; and

WHEREAS, said Declaration has been amended by a First Amendment, Deed Book Volume 7357, page 29 (as amended and restated at Deed Book Volume 8655, page 240), a Second Amendment, Deed Book Volume 7758, page 582, and a Third Amendment, Deed Book Volume 7995, page 20; and

WHEREAS, on October 2, 1985 the Plats and Plans for said Condominium were recorded in the Office of Recorder of Deeds of

Allegheny County, Pennsylvania, Plan Book Volume 136, pages 13 to 18, which plans have been amended at Plan Book Volume 140, pages 172 to 177, and Plan Book Volume 151 pages 135 to 140 ^{MVP} to add ~~to~~ ^{PLAN BOOK VOLUME 175 pages 96 to 101 to add} additional parts of the Additional Real Estate to the Condominium; and

WHEREAS, Successor Declarant wishes to amend the aforesaid Declaration and Plats and Plans to include additional units located on Additional Real Estate pursuant to the provisions of Article XII of the said Declaration.

NOW, THEREFORE, Successor Declarant hereby amends the Declaration of Condominium for Forest Oaks Condominium by adding the Additional Real Estate described in Exhibit "C" attached hereto and creating thereon the condominium units in buildings 100, 1200 and 1300, which are listed on Exhibit "F" attached hereto. The percentage interest in the Common Elements for all Units in the Condominium shall be revised to read as set forth in Exhibit "F" attached hereto.

Except as modified, amended, revised and expanded herein, Successor Declarant hereby restates, republishes and reaffirms the original Declaration of Condominium (as Amended).

IN WITNESS WHEREOF, this document has been executed the day and year first above written.



AUSTIN CONTRACTING COMPANY

BY: [Signature]

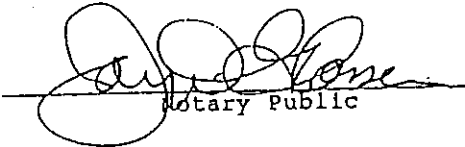
VOL. 8701 PAGE 65

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this 20th day of April, 1992, before me, a Notary Public, the undersigned officer, personally appeared Raymond J. Austin, who acknowledged himself to be the President of AUSTIN CONTRACTING COMPANY a Pennsylvania corporation, and, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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


Notary Public

My Commission Expires:

Notarial Seal
Jay D. Glasser, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 19 1994
Member, Pennsylvania Association of Notaries



LEGAL DESCRIPTION OF PROPERTY CONTAINED IN
FOURTH AMENDMENT

ALL THOSE CERTAIN Parcels of ground situate in the Town of McCandless, Allegheny County, Pennsylvania being bounded and described as follows:

Parcel One. (Building 100)

BEGINNING at a point on the southerly line of Forest Edge Court, 40 feet wide, at the easterly line of the lot designated as "Building No. 200" as shown on the Forest Oaks Condominium Part IV Forest Oaks - Phase I Plats and Plans as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 158, pages 11 to 14; thence along said southerly side of Forest Edge Court North 65° 23' 50" East a distance of 17.55 feet to a point; thence by the arc of a circle curving to the left and having a radius of 1020.00 feet, an arc distance of 82.68 feet to a point; thence North 60° 45' 10" East a distance of 93.18 feet to a point; thence by the arc of a circle curving to the right and having a radius of 25 feet an arc distance of 34.51 feet to a point on the Westerly line of Forest Oaks Drive, 50 feet wide; thence along said side of Forest Oaks Drive South 40° 08' 50" East a distance of 118.56 feet to a point; thence by the arc of a circle curving to the right and having a radius of 25.00 feet an arc distance of 41.66 feet to a point on the northwesterly side of Richard Road (S.H.R. #02135); thence along said side of Richard Road South 55° 20' 00" West a distance of 237.53 feet to a point on the line of said lot of "Building No. 200" aforesaid; thence along said dividing line North 23° 32' 54" West a distance of 194.65 feet to the place of beginning.

Parcel Two: (Buildings 1200 and 1300)

BEGINNING at a point on the southerly line of Forest Edge Court at the dividing line between the lot for Building No. 200 as shown on the Forest Oaks Condominium Part IV - Phase I Plats and Plans and the parcel described for Building 100 hereinabove described; thence through the area designated as Forest Edge Court South 80° 31' 44" West a distance of 259.27 feet to a point on the northerly line of Forest Edge Court, which point is the TRUE PLACE OF BEGINNING; thence along the northerly sideline of Forest Edge Court South 80° 35' West a distance of 90.80 feet to a point; thence by the arc of a circle curving to the right and having a radius of 95.00 feet an arc distance of 20.97 feet to a point; thence along the line of the

same circle an arc distance of 139.27 feet to a point; thence along the line of said street North 02° 03' 00" East a distance of 43.09 feet to a point; thence on the line of a circle curving to the right and having a radius of 80 feet an arc distance of 121.65 feet to a point on the dividing line between the parcel herein described and the parcel designated at Forest Oaks Condominium Part IV - Phase I Buildings 200, 300 and 1100; thence along the line dividing the within parcel and building 1100 South 00° 46' 10" West a distance of 71.54 feet to a point; thence South 89° 46' 10" East a distance of 95.278 feet to a point; thence South 10° 12' West a distance of 132.63 feet to a point on the northerly line of Forest Edge Court at the PLACE OF BEGINNING.

CONTAINING the parcel in which is constructed Building No. 1200 containing an area of 0.329 acres and the parcel in which is constructed Building No. 1300 containing 0.346 acres of land.

Parcel Three together with the fee title interest in and to that area designated as a 40 foot right-of-way being identified as Forest Edge Court.

EXHIBIT "F"

FOREST OAKS CONDOMINIUM

UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT
TO EACH UNIT AT TIME OF RECORDING OF FOURTH AMENDMENT
TO DECLARATION OF CONDOMINIUM

<u>Unit No.</u>	<u>Present % Interest in Common Elements</u>	<u>Revised % Interest in Common Elements If 80 Units are Built</u>
101	All units have 1.5625%	All units will have 1.25%
102		
103		
104		
105		
106		
201		
202		
203		
204		
205		
206		
301		
302		
303		
304		
305		
306		
401		
402		
403		
404		
501		
502		
503		
504		
601		
602		
603		
604		
605		

701
702
703
704
705
706

801
802
803
804
805
806

901
902
903
904

1001
1002
1003
1004

1101
1102
1103
1104

1201
1202
1203
1204
1205

1301
1302
1303
1304

64 Units

100%

100%

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 21st DAY OF April A.D. 1992 IN Deed BOOK VOL. 8701 PAGE 64 WITNESS MY HAND AND SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 21st DAY OF April A.D. 1992 IN Deed BOOK VOL. 8701 PAGE 64 WITNESS MY HAND AND SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.



Michael A. ...

RECORDED

APR 23 9 06 14 22

John ...

FOREST OAKS VENTURE,
a Pennsylvania partnership
(Declarant)

F. ...

FOREST OAKS CONDOMINIUM
FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
PHASE I PART V

Ray D. Glasser Esq.
PETRACALLO, BOSICK & GORDON
Attorneys at Law
THE THIRTY-EIGHTH FLOOR
ONE OXFORD CENTRE
PITTSBURGH, PA 15219
Phone (412) 263-2000

MERGER AGREEMENT

This MERGER AGREEMENT is entered into this 18th day of June, 1996, among FOREST OAKS CONDOMINIUM ASSOCIATION (hereinafter referred to as "FOREST OAKS I"), and FOREST OAKS II CONDOMINIUM ASSOCIATION (hereinafter referred to as "FOREST OAKS II"), with FOREST OAKS I and FOREST OAKS II being hereinafter sometimes collectively referred to as the "CONDOMINIUMS"), and LHORMER REAL ESTATE AGENCY, INC., a Pennsylvania Corporation as Declarant of FOREST OAKS II CONDOMINIUM (hereinafter referred to as "Declarant II").

WITNESSETH THAT:

WHEREAS, FOREST OAKS I and FOREST OAKS II are condominiums duly created and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, FOREST OAKS I was created by the recording of a Declaration of Condominium (the "FOREST OAKS I Declaration") of FOREST OAKS VENTURE, a Pennsylvania joint venture ("Declarant I") dated September 6, 1985, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 7167, Page 99 as amended in Deed Book Volume 7357, Page 29; in Deed Book Volume 7758, Page 582; in Deed Book Volume 7995, Page 20; in Deed Book Volume 8655, Page 240; in Deed Book Volume 8701, Page 64; and

WHEREAS, FOREST OAKS II was created by the recording of a Declaration of Condominium (the "FOREST OAKS II Declaration") of Declarant II dated August 6, 1994 and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 9282, Page 228, as amended by First Amendment to Declaration dated May 23, 1995, and recorded in Deed Book Volume 9461, page 357; and

WHEREAS, FOREST OAKS I has secured all necessary consents of the Unit Owners and Mortgagees in FOREST OAKS I to the merger of FOREST OAKS II into FOREST OAKS I; and,

WHEREAS, the provisions of Article XV of the FOREST OAKS II Declaration reserve to the Declarant II the right to merge the Condominiums; and,

WHEREAS, both the Unit Owners of FOREST OAKS I as collectively represented by FOREST OAKS I and Declarant II have decided it to be advisable and in the best interest of the Condominiums and their Unit Owners that FOREST OAKS II merge with and into FOREST OAKS I, which latter condominium shall be the surviving condominium, in the manner and upon the terms and conditions set forth herein (the "Merger").

NOW, THEREFORE, for the purpose of effecting the Merger and prescribing the terms and conditions thereof and in consideration of the mutual covenants and agreements contained herein, the Condominiums, intending to be legally bound, hereby covenant and agree as follows:

1. Merger.

On the Effective Date (as defined herein), FOREST OAKS II shall be merged with and into FOREST OAKS I and thereupon the separate existence of FOREST OAKS II shall cease and FOREST OAKS I shall continue to exist as the "Surviving Condominium."

2. Declaration and Bylaws and Rules and Regulations of the Surviving Condominium.

a. Applicability of the Provisions of the Declaration of FOREST OAKS I.

Except as otherwise provided herein, upon the Effective Date, the Declaration of FOREST OAKS I, as in effect immediately before the Merger, shall be the Declaration of the Surviving Condominium until thereafter amended as provided by law and such Declaration. Except as otherwise provided herein, the Bylaws and Rules and Regulations of FOREST OAKS I, as in effect immediately before the Merger, shall be the Bylaws and Rules and Regulations of the Surviving Condominium until thereafter amended as provided by law, the Declaration of the Surviving Condominium and such Bylaws.

b. Surviving Provisions of the Declaration of FOREST OAKS II.

The following provisions of the Declaration of FOREST OAKS II shall remain in effect insofar as such provisions apply to the Declarant II until the later of (i) the date upon which Declarant II ceases to own any Units formerly comprising FOREST OAKS II, or (ii) the date, if any, such provisions expire pursuant to the Declaration for FOREST OAKS II: (i) Article IV, (ii) Article IX, (iii) Article XIV, and (iv) the First Amendment to the Declaration of Condominium of Forest Oaks II.

3. Directors and Officers of the Surviving Condominium.

(a) The Executive Board members of FOREST OAKS I immediately before the Merger will be the initial Executive Board members of the Surviving Condominium, and the officers of FOREST OAKS I immediately before the Merger will be the initial officers of the Surviving Condominium, in each case until their successors are duly elected or appointed and qualified. If on the Effective Date a vacancy shall exist in any Board membership or office of the Surviving Condominium, such vacancy shall thereafter be filled in the manner provided by law and the Bylaws of the Surviving Condominium.

(b) A Special Meeting of the Association of the Surviving Condominium shall be called for a date no later than sixty (60) days after the Effective Date. At such meeting, all members of the Executive Board shall resign and a new Executive Board shall be elected in the same manner as provided in the Bylaws of the Surviving Condominium.

(c) As of the Special Meeting referred to in subparagraph (b) above, the Executive Board shall consist of five (5) members, all of which shall be elected by all Unit Owners in Surviving Condominium after the Merger. Each member shall serve as provided in the Bylaws of the Surviving Condominium.

4. Effective Date.

The Effective Date of the Merger shall be July 1, 1996.

5. Percentage Interests.

As of the Effective Date, the Common Element Interest (also being referred to as the Percentage Interest) allocated to each and every Unit in the Surviving Condominium shall equal 1.2987%.

6. Common Expenses.

The existing Executive Boards of the Condominiums have each adopted a budget and made the assessments pursuant thereto for the year 1996. Upon the Effective Date, Declarant II will deliver to the FOREST OAKS CONDOMINIUM ASSOCIATION all funds on deposit in the FOREST OAKS II CONDOMINIUM ASSOCIATION accounts. The Units presently comprising FOREST OAKS I shall continue to be assessed their monthly condominium assessments as established in the 1996 budget adopted by the Executive Board of FOREST OAKS I. The Units presently comprising FOREST OAKS II shall continue to be assessed their monthly condominium assessment as established in the 1996 budget adopted by the Executive Board of FOREST OAKS II, together with an additional monthly assessment for pool usage equal to the portion of the monthly FOREST OAKS I assessment allocated to pool maintenance and upkeep. In addition, upon transfer of title to unsold Units in FOREST OAKS II by the Declarant II to third party purchasers after the Effective Date, Declarant II will collect for payment to FOREST OAKS CONDOMINIUM ASSOCIATION an amount equal to three (3) months of the current monthly assessment for such Units as a contribution to FOREST OAKS CONDOMINIUM reserve accounts. Commencing with January 1, 1997, and the adoption of the 1997 budget for FOREST OAKS CONDOMINIUM, all monthly assessments and budget items will be uniform for all Units.

7. Effect of Merger.

On the Effective date:

(a) The separate existence of FOREST OAKS II shall cease and FOREST OAKS I shall continue to exist as the Surviving Condominium.

(b) The Surviving Condominium shall succeed to and possess all of the assets, rights, privileges, immunities, powers, and purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of FOREST OAKS I, all without further act or deed, and all as more fully set forth under § 3223(a) of the Pennsylvania Uniform Condominium Act, as amended.

Terms not otherwise defined herein shall have the meanings given to such terms in the FOREST OAKS I Declaration and the FOREST OAKS II Declaration.

8. Further Assurances.

If at any time after the Effective Date, the Surviving Condominium shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Surviving Condominium full title to and possession of all of the properties, assets, rights, privileges and franchises of FOREST OAKS II, then the officers or directors of the Surviving Condominium, or at their request the persons who were officers and directors of FOREST OAKS II immediately prior to the Effective Date, shall, as such officers and directors, take all such actions and execute and deliver all such instruments as the Surviving Condominium may so determine to be necessary or desirable.

9. Name of Surviving Condominium.

Upon the Effective Date, the name of the Surviving Condominium shall be "FOREST OAKS Condominium."

IN WITNESS WHEREOF, FOREST OAKS I has duly executed and delivered this Agreement of Merger on behalf of FOREST OAKS I Unit Owners and Declarant II has executed and delivered this Agreement of Merger on behalf of FOREST OAKS II Unit Owners and on its own behalf.

FOREST OAKS I CONDOMINIUM OWNERS
ASSOCIATION

By: *Marikay Jung*
MARIKAY JUNG, President

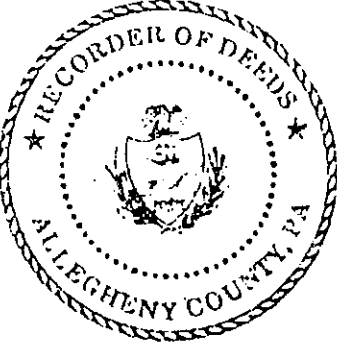
FOREST OAKS II CONDOMINIUM OWNERS
ASSOCIATION, by
LHORMER REAL ESTATE AGENCY, INC., the Declarant

By: *Barry Lhormer*
Barry Lhormer, President

LHORMER REAL ESTATE AGENCY, INC.

By: *Barry Lhormer*
Barry Lhormer, President

I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania




Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

On this the 18th day of JUNE, 1996, before me, the undersigned officer, personally appeared MARIKAY JUNG, who acknowledged herself/himself to be the President of **FOREST OAKS I CONDOMINIUM OWNERS ASSOCIATION**, a corporation, and that she/he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as President.

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



Notary Public

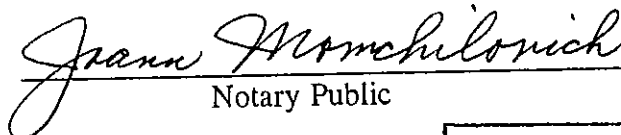
My Commission Expires:

Notarial Seal
Rinaldo A. Acri, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 11, 1997
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

On this the 20 day of June, 1996, before me, the undersigned officer, personally appeared Barry Lhormer as President of Lhormer Real Estate Agency, Inc., on behalf of and as Declarant of **FOREST OAKS II CONDOMINIUM OWNERS ASSOCIATION**, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Notary Public

My Commission Expires:

Notarial Seal
Joann Mornchilovich, Notary Public
Pittsburgh, Allegheny County
My Commission Expires May 15, 1997
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

On this the 20 day of June, 1996, before me, the undersigned officer, personally appeared Barry Lhormer as President of Lhormer Real Estate Agency, Inc., and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Joann Momchilovich
Notary Public

My Commission Expires:

Notarial Seal
Joann Momchilovich, Notary Public
Pittsburgh, Allegheny County
My Commission Expires May 15, 1997
Member, Pennsylvania Association of Notaries

MERGER AGREEMENT

Vol. _____

Page _____

From

FOREST OAKS CONDOMINIUM ASSOCIATION,
FOREST OAKS I

To

FOREST OAKS II CONDOMINIUM ASSOCIATION,
FOREST OAKS II

Fees, \$

33,340.00 ³³ ^D
D.B. - 2146

Mail To:

Sebring and Associates
Attorneys at Law
2735 Mossie Boulevard
Monroeville, PA 15146
E

MAKE NOTES

JUL 11 1 41 PM '96

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

Commonwealth of Pennsylvania :

SS.

County of _____ :

Recorded on this _____ day of _____ A.D. 19____, in the
Recorder's Office of the said County, in Deed Book, Vol. _____, page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

Recorder

JUL 11 11 50 AM '96