

BY-LAWS
OF
WESTBROOK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of this corporation is WESTBROOK HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association". The principal office of the Association shall be located in Allegheny County, Pennsylvania but meetings of members and directors may be held at such other places as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Unless the context clearly indicates otherwise, the words and phrases used herein have the same meaning as the identical words and phrases have in the Declaration of Covenants, Conditions and Restrictions, and as may be amended, recorded with respect to the Planned Unit Development known as "Westbrook Plan", located in the Township of Findlay, Allegheny County, Pennsylvania, (hereinafter referred to as the "Declaration").

ARTICLE III
MEMBERSHIP

The members shall consist of all the Lot Owners of the Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have two classes of voting membership, Class A and Class B, as more fully set forth in the Declaration.

ARTICLE IV
MEETING OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or the Board of Directors, or on written request of the members who are entitled to vote twenty-five (25%) percent of all the votes of the Class A membership.

SECTION 3. NOTICE OF MEETING. Written notice of each meeting of the members shall be given by or at the direction of the Secretary. Such notice may be given by personal delivery, by publication, or by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than fifty (50) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting. A written waiver of notice shall be deemed equivalent to the giving of notice. The attendance of a member in person or by proxy at the meeting shall constitute a waiver of notice by such member.

SECTION 4. PROXIES. At all meeting of members each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the commencement of the meeting. Every proxy shall be revocable and shall automatically cease upon sale by the member of his Lot.

SECTION 5. QUORUM. The presence, either in person or by proxy, of the members entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If a quorum is not in attendance, those members who are present may adjourn the meeting to a new date or dates, without notice other than announcement at the meeting, until a quorum as above defined shall be present or represented. Unless a different vote is required by express provision of the Declaration, the Articles of Incorporation, or these By-Laws, each question presented at a meeting shall be determined by a majority vote of those present.

SECTION 6. PLACE OF MEETING. Any annual or special meeting of members may be held in such place within or without the Commonwealth of Pennsylvania as the Board of Directors may fix from time to time. In the event the Board of Directors shall fail to fix such a place or time, or in the event members are entitled to call or convene a special meeting in accordance with the law, then, in such event, such meeting shall be held at the principal office of the Association.

SECTION 7. MEMBERSHIP LIST. At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation and, upon request therefor, any member who has given written notice to the Association, which request shall be made at least (10) days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the person to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

SECTION 8. INSPECTORS OF ELECTION. The Directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, determine the result and do such acts as are proper to conduct the elections or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

SECTION 9. VOTING. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B members(s) shall be the Declarant, and any successor or assign who takes title for the purpose of development and sale, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) five (5) years after the first Lot is conveyed; or

(c) when in its discretion the Declarant so determines.

From and after the happening of the first of these events the Class B members shall be deemed to be Class A members entitled to one vote for each Lot owned as set forth in the preceding paragraph.

SECTION 10. ACTION BY CONSENT. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by a majority of the members entitled to vote.

ARTICLE V
BOARD OF DIRECTORS

SECTION 1. NUMBER. The affairs of the Association shall be managed by a Board of Directors. So long as there are Class B members in the Association, members need not be Owners of Lots. Thereafter, Board members shall be either Lot Owners or the spouse of a Lot owner. The initial Board of Directors shall have 3 members and shall be appointed by the Developer and may be replaced at will by the Developer. They shall hold office until their successors have been elected at the first annual meeting. At the first annual meeting and at each annual meeting thereafter, the Board of Directors shall be appointed or elected in the manner herein provided. The number of Board members may be expanded to 5 members at any annual meeting, effective as of the date of that meeting. The board members shall be elected at large.

SECTION 2. TERM OF OFFICE. At the first annual meeting, the members shall elect two (2) of the directors for a term of two (2) years and one (1) for a term of one (1) year. At the expiration of the initial term of office of each respective Board member, his successor shall be elected to serve a term of two (2) years. As the number of Board members expands, one-half of the new members will serve a one year term and one-half a two year term until re-elected. After the initial term of office all Board members will serve a two year term. The Board members shall hold office until their successors have been elected and qualified.

SECTION 3. REMOVAL OR VACANCY. A director may be removed from the Board, with or without cause, by majority vote of each class of members at any special meeting called for that purpose. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessors.

SECTION 4. COMPENSATION. No director shall receive compensation for his services as a Director. However, Directors may be reimbursed for any expenses incurred in the performance of their duties.

SECTION 5. EFFECT OF PRESENCE. Any member of the Board present at such meeting shall be deemed to have assented to any action taken at such meeting unless his dissent is entered on the minutes or unless his written dissent is filed with the Secretary at or immediately following the adjournment thereof, provided that no member may dissent from any action for which he voted at the meeting.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association or the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made in a manner consistent with Section 2 of Article IV hereof.

SECTION 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII
MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS. Regular meetings of the elected Board of Directors shall be at least once each month, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

SECTION 2. SPECIAL MEETING. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

SECTION 3. QUORUM. At all meetings of the Board of Directors, a majority of the Board members shall constitute a quorum for the transaction of business, and any action taken by the majority of those present shall be regarded as the act of the Board.

SECTION 4. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining a written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. They may also act if all directors are connected by conference telephone or other electronic means whereby all directors can hear each other at all times.

ARTICLE VIII
POWER AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Property, if any, and of the Limited Common Property, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof;
- (b) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) Employ such contractors, or employees as they deem necessary and to prescribe their duties.
- (d) Open bank accounts and designate the signature required;
- (e) Collect assessments;
- (f) Enforce by legal means the provisions of the Declaration, these By-Laws and any rules and regulations and bring any proceedings which may be instituted on behalf of the Owners concerning the Association.
- (g) To borrow money for the purpose of the repair or restoration of the Common Property, if any, and of the Limited Common Property.
- (h) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

SECTION 2. DUTIES. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its actions and corporate affairs and to present a statement thereof to the members at the annual meetings of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A or Class B members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same, but failure to pay assessments does not constitute a default under an FHA/VA insured mortgage.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person with a legitimate interest, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area, if any, and the Limited Common Area to be maintained;

(h) carry out any other duties imposed by the Declaration or these By-Laws.

ARTICLE IX OFFICERS AND THEIR DUTIES

SECTION 1. ENUMERATION OF OFFICES. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the membership.

SECTION 3. TERM. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless they shall sooner resign, be removed or otherwise disqualified to serve.

SECTION 4. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the board, the President, or the Secretary. Such resignation shall take

effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. VACANCIES. A vacancy in any office may be filled by appointments by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 6. COMPENSATION. The President shall not receive any compensation except reimbursement for out-of-pocket expenses. The Secretary and Treasurer may be compensated for their services if the Board of Directors determine that such compensation is appropriate.

SECTION 7. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

SECTION 8. MULTIPLE OFFICES. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7 of this Article.

SECTION 9. DUTIES. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead and shall have all the powers of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the regular meeting.

ARTICLE X CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Westbrook Homeowners Association, Inc.", and identification of the year and state of incorporation.

ARTICLE XI AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the membership, by vote of a majority of the membership of the Association, whether present in person or by Proxy, or by written consent of a majority of the membership, except that

a. any By-Laws affecting the rights or interests of the Developer shall not be amended or modified without the written consent of the Developer; and

b. the Federal Housing Administration and/or the Veterans Administration (depending on which, if either, has issued insured mortgages in the project) shall have the right to veto amendments while there is Class B membership; provided, however, that the consent of the agency shall be implied if it fails to submit a response to any written proposal for amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XII LIMITATION OF LIABILITY AND INDEMNIFICATION

SECTION 1. LIMITED LIABILITY OF THE BOARD. The Board, and its members in their capacity as members and officers:

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

(b) Shall have no personal liability in contract to a member 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 Board or the Association in the performance of the Board members' duties;

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

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

SECTION 2. INDEMNIFICATION. Each member of the Board, in his capacity as a Board member, officer of both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Board, or any settlement of any such proceeding, whether or not he is a Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Board members 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 Board (with the affected member abstaining if he is then a 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 Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Association set forth in this Section shall be paid by the Association on behalf of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board member and/or officer may be entitled as a matter of law, agreement, by vote of the members, or otherwise.

SECTION 3. INSURANCE. The Board shall have the right to obtain insurance to satisfy the indemnification obligation of the Association set forth above, to the extent reasonably available.

**ARTICLE XIII
ASSESSMENTS**

As more fully provided in the Declarations, each member is obligated to pay to the Association annual and special assessments

which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area, if any, or abandonment of his Lot.

ARTICLE XIV
MISCELLANEOUS

SECTION 1. FISCAL YEAR. The fiscal year of the Association shall be fixed by the Board of Directors from time to time, subject to applicable law.

SECTION 2. BOOKS AND RECORDS. The Association shall keep records and books of accounts and minutes of meetings as well as a list or record of all members. Current copies of the Declaration, By-Laws, Rules and Regulations, books and records and financial statements of the Association shall be available at reasonable times for inspection by any member of the Association, or any lender, holder, insurer or guarantor of any first mortgage, at the Association's principal office, and copies made available at a reasonable cost.

SECTION 3. CONFLICTS. In the case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of WESTBROOK HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this 15th day of Nov, 1994.

E. L. Moore
Director, E. L. Moore

3901 Washington Road
McMurray, PA 15317

Terry Bove
Director, Terry Bove

3901 Washington Road
McMurray, PA 15317

Suzanne G. Hoover
Director, Suzanne G. Hoover

3901 Washington Road
McMurray, PA 15317

ACKNOWLEDGEMENT

Before me, the undersigned authority, personally appeared Eileen Moore, Terry Bove, and Suzanne G. Hoover, who each acknowledged to be a director of WESTBROOK HOMEOWNERS' ASSOCIATION, INC., a Pennsylvania non-profit corporation, and that they, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 15th day of November, 1994.

Cathleen Sobocinski
Notary Public

My Commission Expires:

Notarial Seal
Cathleen Sobocinski, Notary Public
Peters Twp., Washington County
My Commission Expires May 6, 1996
Member, Pennsylvania Association of Notaries

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WESTBROOK HOMEOWNERS' ASSOCIATION, INC., a Pennsylvania non-profit corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15th day of November, 1994.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this ____ day of _____, 1994.

Suzanne G. Hoover
Suzanne G. Hoover

(SEAL)

Additional Provisions of Articles of Incorporation-Domestic
Nonprofit Corporation Westbrook Homeowners' Association

11. These Articles of Incorporation may be amended in the manner at the time prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation. Amendment requires the approval of 75 percent of the lot owners.

12. Every person or entity who is a record owner of any lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

13. If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

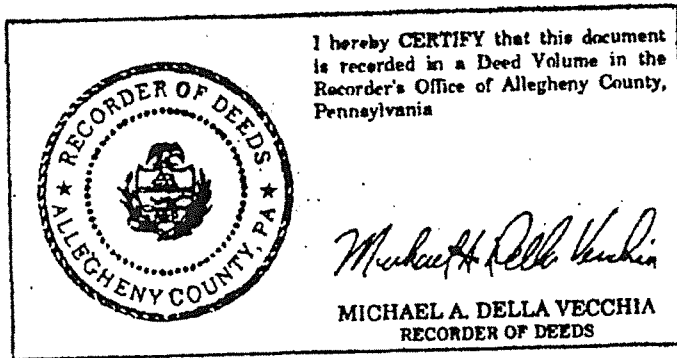
14. As long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of common areas, dedication of common areas, dissolution and amendment of the articles.

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DEED
REGISTRY
Nov 18 '94
COUNTY OF
ALLEGHENY, PA

BY - LAWS

OF

WESTBROOK HOMEOWNERS' ASSOCIATION, INC.

FOR THE
WESTBROOK PLAN

TO BE LOCATED IN
FINDLAY TOWNSHIP,
ALLEGHENY COUNTY,
PENNSYLVANIA

3901 Washington Rd
Suite 301
McMURRAY, Pa. 15317

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