PUCKETY

CHURCH

CONDOMINIUMS

ZICCARELLI ENTERPRISES INC.

P U B L I C O F F E R I N G S T A T E M E N T

PUCKETY CHURCH CONDOMINIUMS

Purchaser Should Read This Document Carefully For His Own Protection

NAME OF CONDOMINIUM:	Puckety Church Condominiums
LOCATION OF CONDOMINIUM:	Puckety Church Road, City of Lower Burrell, Westmoreland County, Pennsylvania
NAME OF DECLARANT:	Ziccarelli Enterprises, Inc.
ADDRESS OF DECLARANT:	3 Feldarelli Square, 2300 Freeport Road New Kensington, Pennsylvania
EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT:	September 8, 1997

Pennsylvania law requires that the original seller of condominium units disclose fully and accurately the characteristics of the condominium units being offered for sale. This Public Offering Statement is the means by which such disclosure is to be made.

IMPORTANT NOTICE:

A. UNDER THE LAW A PURCHASER OF A CONDOMINIUM UNIT IS AFFORDED A FIFTEEN DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT OF SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE FIFTEEN DAY PERIOD BEGINS RUNNING ON THE DATE OF DELIVERY OF A PUBLIC OFFERING STATEMENT OR AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.

B. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT OR MATERIAL AMENDMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE

DECLARANT, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO THE GREATER OF 5% OF THE SALE PRICE OF THE UNIT UP TO $2,000, OR ACTUAL DAMAGES.

C. IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN FIFTEEN DAYS BEFORE SIGNING A CONTRACT OF SALE, HE CANNOT CANCEL THE CONTRACT, BUT PURCHASER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN FIFTEEN DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

PUCKETY CHURCH CONDOMINIUMS
PUBLIC OFFERING STATEMENT

INTRODUCTION:

Ziccarelli Enterprises, Inc. presents its proposal for condominium ownership of certain real estate located in the City of Lower Burrell, Westmoreland County, Pennsylvania, in what is known as the Puckety Church Road section of the City of Lower Burrell, near the intersection of the Route 56 Bypass and the Leechburg Road. The Declarant proposes to construct seventy-three residential condominiums in newly constructed buildings on the ground adjoining Puckety Church Road. The land and structures will constitute a condominium known as Puckety Church Condominiums ("Condominium"). Condominium units will be offered by the Declarant for sale to the public.

This Public Offering Statement consists of two parts, a narrative portion and an Exhibit portion. The Exhibits include legal documents which are required for the creation and operation of the Condominium, and a projected budget for the Condominium. The narrative portion of the Public Offering Statement is intended to summarize the significant features of the Exhibits and also to present other information of importance to the prospective purchaser. In the event of any inconsistency between the Exhibits and the narrative, the provisions of the Exhibits will govern.

CONDOMINIUMS IN GENERAL:

The term "condominium" refers to a form of property ownership. Property which is owned as a condominium contains two distinct types of property, Units and Common Elements. Units are portions of a condominium which are set aside for individual ownership. In the case of a residential condominium such as the Puckety Church Condominiums, the Units are the separate living quarters which may be used only by the Unit Owner. They will be owned in fee simple absolute. Common Elements, on the other hand, are all portions of the condominium which are not included within the Units. The Common Elements constitute the land and those portions of the structures which support, enclose or service the Units. Each Unit Owner owns an "undivided interest" in the Common Elements. An undivided interest is a fractional or percentage share of ownership of all of the Common Elements. In this Condominium, the undivided interest is a percentage and is hereinafter referred to sometimes as a "Fractional Interest" and sometimes as a "Percentage Interest." The ownership of an undivided interest gives the Unit Owner the right to participate in the control and management of all the Common Elements, but such ownership carries with it the obligation of each Unit Owner to pay his share of the normal expenses of operating and maintaining all of the Common Elements.

Each Unit will be taxed separately for real estate tax purposes. No Unit Owner is liable for the payment of real estate taxes on any other Unit. Similarly, no Unit is subject to the lien of a mortgage on any other Unit.

Certain Common Elements are designated Limited Common Elements. A Limited Common Element is a portion of the Common Elements allocated for use only by those in a particular Unit or Units. The Unit Owners of the Units to which a Limited Common Element is assigned have an exclusive right to use the Limited Common Element.

DESCRIPTION OF THE CONDOMINIUM:

The Condominium is located on a 21.0495 acre site owned by the Declarant, adjoining Puckety Church Road in the City of Lower Burrell, Westmoreland County, Pennsylvania.

The Declarant intends to fully construct seventy-three units with garages and does not intend to rent any of these Units nor market them in blocks to investors, but may do so if market conditions so warrant.

The Declaration, a copy of which is attached as Exhibit "A" to this Public Offering Statement, is the legal document which creates the Condominium. The Declaration becomes effective when recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania. The Declaration establishes the boundaries of the Condominium as a whole, as well as the boundaries of and Percentage Interest in the Common Elements appertaining to each Unit. In addition, the Declaration establishes special property rights within the Condominium, such as Limited Common Elements and easements (see below).

Amendments of the Declaration may be accomplished by a vote of the Unit Owners on the basis of Percentage Interests, except that certain amendments will require the approval of institutional lenders holding first mortgages on Condominium Units.

The Units in the Condominium are restricted to residential use, except that the Declarant may use any unsold Units as models or as sales offices; other reasonable, temporary nonresidential uses may be permitted by the Executive Board.

The Building Plans and Specifications prepared by Alpha Engineering, Registered Engineers, will not be changed so as to materially adversely affect any purchaser. The Building Plans and Specifications are available for inspection at the Declarant's office. The Declarant reserves the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of those set forth in the Building Plans and Specifications.

INDIVIDUAL UNITS:

Generally speaking, each Unit will consist of the space bounded by the perimeter walls, floor and ceiling of the Unit. The Unit will also include any floor covering (carpet, tile, etc.), wallboard and wallcovering, exterior doors and windows, the mechanical room with any portions of heating and air conditioning apparatus which serve only that Unit, and any portion of the plumbing, electrical and mechanical systems serving only that Unit. Units with two

bedrooms will be offered containing 1,664 square feet Type A, 1,512 square feet Type B and 2,268 square feet Type C. The Identifying Number and type of each Unit in the Condominium are set forth in Exhibit "B".

Construction is scheduled to begin September 8, 1997, and scheduled to be completed on or before seven years from that date.

COMMON ELEMENTS:

The Common Elements constitute all of the Condominium other than the Units. The following items are the major Common Elements of the Condominium: all of the land, the supporting structure of the building, exterior walls, walls separating Units, portions of plumbing, electrical and mechanical systems serving more than one Unit and surface parking areas.

Where applicable the patio attached to each Unit is a Limited Common Element, which means that the right to exclusive use of the patio is reserved to the Unit Owner of the Unit in question. The Declarant has also reserved the right to allocate certain of the garage parking spaces as Limited Common Elements for the exclusive use of individual Unit Owners.

As indicated above, each Unit has an appurtenant Fractional or Percentage Interest in the Common Elements. The Percentage Interest assigned to each Unit is based upon that Unit's Fractional or Percentage Interest to the total number of Units in the project, being 73, i.e., each Unit has a 1/73rd or .0136986 interest in the Common Elements. The Percentage Interest is calculated by dividing the number of total Units, 73, into 1. The Percentage Interest appertaining to each Unit is listed in Exhibit "B" attached hereto.

THE DECLARANT:

The Declarant, Ziccarelli Enterprises, Inc., was incorporated in 1983 by Frank J. Ziccarelli, who along with his two sons are the sole shareholders of the corporation to this date. Frank J. Ziccarelli has been a building contractor and developer since 1971. Mr. Ziccarelli, individually and through his corporation, has constructed many units of individual housing, as well as the Rossmont Manor Townhouse Condominiums, the 76-unit Pinecrest Condominiums in the Rossmont section of New Kensington, the Edgecliff Condominiums and Gladeview Condominiums in Lower Burrell and the Johnstown Bank and Trust Company (formerly Peoples Federal Savings and Loan Association) bank, Unemployment Office, and the general office building development known as Kensington Square in the Fourth Avenue and Eighth Street section of New Kensington, the Department of Public Welfare Building on the Industrial Expressway and Ninth Street in New Kensington and Feldarelli Square, New Kensington's premier office location, on Freeport Road.

The Declarant will provide the initial sales and marketing services for the Condominium on its own.

TERMS OF THE OFFERING:

Offering prices for all Units in the Condominium have been tentatively established at this time and will be subject to change at any time prior to execution of Purchase Agreements for such Units. Different Purchasers may pay different prices for similar Units at the sole discretion of the Declarant. All prices may be changed without notice at any time, at the sole discretion of the Declarant. Of course, prices in executed Purchase Contracts cannot be changed except as set forth in such Contracts.

A Unit Purchaser may apply for financing from any lender or may pay all cash at settlement.

At settlement, the Purchaser will be required to pay, in addition to the purchase price of the Condominium Unit, the settlement costs which are identified in the Purchase Agreement.

In addition, the Purchaser will be required to make a non-refundable initial capital contribution to the Unit Owners Association equal to twice the estimated monthly assessment for Common Expenses of his Condominium Unit. The general purpose of the contribution is to provide for certain prepaid items (e.g., insurance premiums and organizational, equipment and supply costs). This payment is not to be credited as an advance payment of Common Expenses.

Although settlement may be delayed by events not within the Declarant's control, settlement will ordinarily occur immediately after the Unit is ready for occupancy. If the Purchaser fails to make timely and proper application for a loan or fails to complete settlement on a Unit as required, the Declarant may cancel the Purchase Agreement and keep all sums deposited by the Purchaser in connection with the Purchase Agreement.

SALE DOCUMENTS:

The basic form of Purchase Contract or Agreement of Sale to be used by the Declarant is included as Exhibit "D" attached hereto.

ENCUMBRANCES:

The Condominium will be subject to the normal utility easements for water, sewer, electric and telephone lines. In addition, the Condominium will be subject to certain easements created by the Declaration and by the Pennsylvania Uniform Condominium Act. These easements are:

(1) Easement for encroachments. By virtue of this easement, Unit Owners and the Unit Owners Association are protected in the event that a Unit or Common Element encroaches upon another Unit or Common Element.

(2) Easement to facilitate sales. The Declarant may use any unsold Units in the Condominium as models or as sales offices and may place advertising signs anywhere within the Condominium.

(3) Easement for ingress and egress. Each Unit Owner has a right of access to the Common Elements, subject to rules, regulations and restrictions established by the Unit Owners Association.

(4) Easement for access to Units. Authorized representatives of the Unit Owners Association, including the Declarant and the managing agent, may enter any Unit to the extent necessary to correct conditions threatening other Units or the Common Elements, to make repairs to Common Elements which are accessible only from the Unit, or to correct conditions which constitute violations of the Declaration, Bylaws or Regulations. Notice must be given to the Unit Owner prior to entry except in emergencies when a Unit may be entered without notice. In the event of violation of the Declaration, Bylaws or Regulations, the violation may be corrected without the consent of the Unit Owner, and the Unit Owner may be charged with the resulting expense.

(5) Easement for support. Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Unit Owners Association with respect to the Common Elements, which would endanger the stability or safety of his Unit.

If the Declarant seeks construction financing, such a loan could be secured by a Mortgage and be a lien on the property. The Declarant is required by law to release the lien of any loan on any Condominium Unit sold prior to conveyance of the Unit. The Condominium Units will be conveyed free of any liens other than those placed on the Condominium Unit by the Purchaser.

RESTRICTIONS ON TRANSFER:

There are no restrictions on resale of a Condominium Unit by the Unit Owner. Leasing of Units is subject, however, to the following restrictions. No Unit may be leased initially for less than a 90-day term other than Units owned by the Declarant. No portion of a Unit (less than the entire Unit) may be leased for any period. All leases must be written and must provide that failure to comply with the Condominium Instruments and Rules and Regulations constitutes a default under the lease.

UNIT OWNERS ASSOCIATION:

The Unit Owners Association is the organization responsible for governing the Condominium. Each Unit Owner has a vote in the Association proportionate to the Fractional or Percentage Interest in the Common Elements appurtenant to his Unit. The vote for each Unit is equal to the Percentage Interest listed for the Unit in Exhibit "B", being 1/73 or .0136986. Cumulative or class voting is not permitted.

All of the normal operations of the Unit Owners Association will be accomplished under the direction of a three-member Executive Board. The Unit Owners will participate directly in the important policy decisions of the Association.

The Executive Board will employ a Manager to act in its behalf in the performance of all duties other than policymaking duties, acquiring property, opening bank accounts and borrowing money. The Manager will have experience in the operation of condominium associations. The Manager will bring to the task of managing the Unit Owners Association two qualifications which the Executive Board does not possess. The Manager will have expertise in handling the complex functions of the Unit Owners Association and will be able to devote itself to running the Association.

Ziccarelli Enterprises, Inc. has entered into a Management Agreement with the Executive Board of the Condominium for management of the Condominium. This Agreement may be terminated by the Executive Board once the Board is elected by the Unit Owners without penalty to the Association upon not less than 90 days notice.

Initially, members of the Executive Board will be appointed by the Declarant. The purpose of the Declarant's retaining control of the Executive Board in the early stages of the Condominium's existence is to ensure the stability of the Association and to administer the Condominium's affairs until the new Unit Owners become familiar with the project. The Declarant may retain control of the Executive Board for seven years following creation of the Condominium or until 75% of the Units are sold and settled, whichever occurs earliest. After termination of the Declarant's control of the Executive Board, members will be elected by the Unit Owners.

The Executive Board elects the officers of the Unit Owners Association. The officers are a President, Vice-President, Secretary, Treasurer and any other officers the Board may deem necessary. The President and Vice-President must be members of the Board.

The operation of the Unit Owners Association is governed by the Bylaws. In addition to provisions for an Executive Board, Manager and officers as discussed above, the Bylaws provide for annual and special meetings, common expense assessments, insurance, restrictions on the use of Units and Common Elements and numerous other matters affecting the occupancy and operation of the Condominium. A copy of the Bylaws is attached as Exhibit "F" to this Public Offering Statement.

The Bylaws may be amended by agreement of a majority (by Percentage Interest) of the Unit Owners, except that during the period when the Declarant controls the Board, no amendment which affects the Declarant's right to control the Board may be made without the Declarant's approval.

SURROUNDING AREA:

The Puckety Church Condominiums enjoy a strategic geographic position near Leechburg Road and 3.5 miles from the Tarentum Bridge which connects to Route 28 going North to Kittanning and South to Pittsburgh and also makes the same easily accessible to the Pennsylvania Turnpike. Lower Burrell enjoys a

reputation for well-designed and well-maintained homes and distinguished residents. The Condominium is only a few minutes away from four major shopping areas, namely, Hillcrest Shopping Center, the Rivercrest Shopping Center, Montgomery Ward and J. C. Penney Shopping Center, as well as the Leechburg Road commercial district.

The Puckety Church Condominiums are favorably located in relation to travel time to downtown Pittsburgh. Via the Route 28 Expressway at the end of the Tarentum Bridge one can reach downtown Pittsburgh in approximately thirty-five minutes.

The Condominium is served by conveniently located schools, churches and recreational facilities.

FINANCIAL MATTERS:

As indicated above in the Unit Owners Association section, Unit Owners will be assessed to obtain the funds necessary to meet the annual budget of the Unit Owners Association. The assessments will be made on a monthly basis. On the first day of each month each Unit Owner will pay the assessment.

The amount assessed against each Condominium Unit will be based on the Percentage Interest appertaining to the Unit. Each Unit Owner will be responsible for payment of 1/73 or .0136986 of the total annual budget, which is equal to the Fractional or Percentage Interest appertaining to his Unit. The Declarant will pay full common expense assessments on all unsold Units.

The budget will cover all anticipated common expenses for the upcoming fiscal year. The budget will also include whatever amount the Executive Board considers necessary as an adequate reserve to provide for unforeseen contingencies, working capital and repair or replacement of Common Elements.

The Declarant has prepared a budget for the first year of the Condominium's operation. A copy of the budget is attached to this Public Offering Statement as Exhibit "C". You will note the budget provides a general reserve as well as a reserve for repair and replacement. The budget figures are, of course, estimates and the Declarant cannot be certain that sufficient funds have been budgeted to cover all common expenses that may be incurred. The Declarant believes that the figures represent the best estimates obtainable. In the event that insufficient funds are budgeted for any given fiscal year, the Executive Board may levy a special assessment to make up the budget deficit. Any special assessment will be payable by Unit Owners either in a lump sum or in installments, as the Executive Board determines.

Although normal common expenses are apportioned among all Unit Owners, certain common expenses will be payable in their entirety by individual Unit Owners. If any Unit Owner has a Limited Common Element garage or patio appurtenant to his Unit, that Unit Owner may be charged, on an individual basis, with the cost of maintenance and repair of that garage or patio by levy of a monthly charge initially in the amount of $00.00.

A Unit Owner must pay directly all the costs of maintenance repair and utilities for his own Unit.

All of the amounts assessed against a Unit give rise to a lien on that Unit. The Unit Owner cannot dispose of his Unit free of the lien until the lien is satisfied by payment of the assessments secured by the lien. The Unit Owners Association may obtain payment of past due assessments by foreclosure of the lien (resulting in a forced sale of the Unit) or by suing the Unit Owner. If any assessments are past due for more than two months, the Executive Board may accelerate the payments (i.e., declare immediately due and payable the total amount assessed against the Unit Owner for that fiscal year but not yet paid).

INSURANCE:

The Executive Board will obtain insurance to protect the Unit Owners Association and, to a certain limited extent, the Unit Owners as individuals.

Each building, including the Units, will be covered by fire and property damage insurance. The coverage will be "all-risk" and in an amount equal to the full replacement cost of the Building. This coverage will not insure personal property belonging to a Unit Owner.

The Unit Owners Association and Unit Owners will be insured against liability arising from ownership or use of the Common Elements. This coverage will not insure Unit Owners against liability arising from an accident or injury occurring within a Unit or liability arising from the act or negligence of a Unit Owner.

The Declarant strongly recommends that each Unit Owner obtain insurance coverage on his personal property and liability exposure not covered by the Unit Owners Association policy. The Unit Owner may also wish to insure any improvements to his Unit to the extent that the improvements increase the value of his Unit beyond the limit of coverage provided by the policy maintained by the Unit Owners Association. The Unit Owner should consult the Executive Board of the Manager before purchasing such additional insurance.

TAXES:

Real property taxes are levied separately against individual Condominium Units, and each Unit Owner will be responsible for the payment of the taxes on his own Unit. The assessed value of Condominium Units is presently unknown since the county tax assessor cannot assess Units until construction is complete.

ZONING, HOUSING AND BUILDING CODES:

The Condominium site is zoned permitting the Condominium to be constructed. A development plan for a Planned Residential Development has been

approved by the City of Lower Burrell. There are no outstanding or uncured notices of violations of governmental requirements.

WARRANTIES:

Each Unit Owner will receive the statutory warranty covering his Unit for two years from the date of settlement and covering the Common Elements for two years from the date the first Unit is conveyed or from completion, whichever is later. The Declarant will transfer to the Unit Owner at settlement all manufacturer's warranties on appliances sold with the Unit.

PENDING LITIGATION:

As of the effective date of this Public Offering Statement, the Declarant knows of no litigation, pending or threatened, which could materially adversely affect the Condominium or the Declarant's ability to convey clear title to the Units.

PROPERTY REPORT:

The Property Report attached hereto as Exhibit "E" lists the expected useful life of each structural component and major utility installation and the estimated replacement cost of each such item in terms of current dollars. All of such items are part of new construction and have been or will have been completed and/or installed. All of such items are or will be upon completion in good operating order and condition.

ENVIRONMENTAL MATTERS:

Declarant has no knowledge of any hazardous conditions, including contamination, affecting the Condominium site by hazardous substances, hazardous wastes, or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances. Declarant further has no knowledge of any finding or action recommended to be taken in any report by any governmental body, agency or authority in order to correct any hazardous conditions, or any action taken pursuant to such recommendations.

GENERAL INFORMATION:

Any information or data regarding Puckety Church Condominiums not presented in this Public Offering Statement or contained in the Exhibits must not be relied upon. No person has been authorized by the Declarant to make any representations not expressly contained herein. This presentation may not be changed or modified orally.

The Declarant reserves the right to change the terms of this Public Offering Statement as they affect potential Purchasers not then under contract, provided, however, that any such change shall not affect the substance of the Public Offering Statement with respect to prior Purchasers or Purchasers under

contract, nor shall such change affect the Percentage Interests in the Common Elements.

EXHIBIT "A"

DECLARATION

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RECORDED
WESTMORELAND COUNTY, PA.
1997 SEP 12 PM 12: 34
RECORDER OF DEEDS

D E C L A R A T I O N

PUCKETY CHURCH CONDOMINIUMS

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Ziccarelli Enterprises, Inc., owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the City of Lower Burrell, County of Westmoreland and Commonwealth of 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 "Puckety Church Condominiums" (the "Condominium").

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the easements and licenses set forth in Exhibit "C", which easements and licenses and the Real estate are hereby submitted to the Act.

Section 1.3. Defined Terms.

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

a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Puckety Church Condominium Association."

b. "Building(s)" means any building(s) included in the Property.

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

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

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

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

g. "Limited Common Elements" means the Common Elements described as such in the Act, all of the patios, porches and garages, as shown on the Plats and Plans, as Limited Common Elements.

h. "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.

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

j. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "D" and made a part hereof, as the same may be amended from time to time.

k. "Property" means the Property described in Section 1.1 above.

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

1.3.3. 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 "B" attached.

ARTICLE II

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

Section 2.1. Percentage Interests. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of unit ownership, by dividing the unit owned by the aggregate of the total number of all Units. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of 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 paragraphs (1) and (3) of Section 3202 of the Act which are appurtenant to the Unit.

Section 2.3. 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, repair and replacement of a Limited Common Element shall be assessed as Limited Expenses against the Unit to which such Limited Common Element was assigned at the time the expense was incurred.

Section 2.4. Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefore in Sections 3214 and 3215 of the Act. Subdivision or conversion of units by the Declarant pursuant to Section 3215 of the Act may not result in more than thirty-five (35) additional Units.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements." These portions of the Common Elements are certain garages, porches and patios. Declarant reserves the right to make the initial assignment of the above areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these Limited Common Elements shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements which are previously enumerated herein pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Elements as herein set forth shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

ARTICLE IV

EASEMENTS

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

Section 4.2. 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, or such size and in such locations as Declarant deems appropriate. 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.

Section 4.3. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, 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 4.3 shall include, without limitation, rights of Declarant, 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 4.3, 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 existing at the time of first conveyance of this Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 4.4. 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 4.4 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.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Generally. 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 Secured Lenders. 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 record holders of first mortgages on Units 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 a 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. The granting of easements for public utilities or for other public purposes consistent with the intended use of the

Common Elements or any matter set forth in Section 3219(f) of the Act shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE VI

USE RESTRICTIONS

Section 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. No use of any Unit shall be other than that of a single housekeeping or family residential Unit.

b. No use of any Unit shall involve the storage or keeping of any hazardous substance or any other use that would create an insurance risk to have insurance of any Units rated above standard insurance rates.

c. No Units shall have any signs listed thereon nor any items visible outside of said Units.

d. No Units shall be used as to cause an excessive electrical load on the electrical system of the Condominium.

e. 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

Section 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 and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy 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 lien of any purported mortgage which does not comply with all the requirements of this Article VII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE VIII

LEASING

Section 8.1. 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 (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease;

provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 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 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.

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

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

ARTICLE X

RIGHTS OF PERMITTED MORTGAGEES

Section 10.1. Reports and Notices. 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 XI

DECLARANT'S RIGHTS

Section 11.1. Control. (a) Until the 60th day after conveyance of 25% of the 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 25% of the Units to Unit Owners other than the Declarant 25% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than 60 days after conveyance of 50% of the Units to Unit Owners other than the Declarant, not less than 33 1/3% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

2004 (c) Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 75% of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all remaining Declarant appointed members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect their successors.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.1. 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 member's 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.

Section 12.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursements 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 12.2 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.

Section 12.3. 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.

Section 12.4. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.2 above, if and to the extent available.

This Declaration is made under and by virtue of a Resolution of the Board of Directors of Ziccarelli Enterprises, Inc. passed at a special meeting thereof, held on the 8th day of September, A.D. 1997.

IN WITNESS WHEREOF, ZICCARELLI ENTERPRISES, INC. has caused its common and corporate seal to be affixed to these presents by the hand of its President and the same to be duly attested by its Assistant Secretary. Dated this 8th day of September, 1997.

ZICCARELLI ENTERPRISES, INC.

By: _____
President

ATTEST:

Helen Ziccarelli
Assistant Secretary

EXHIBIT "A"

SUBMITTED REAL ESTATE

ALL that certain piece or parcel of land situate in the City of Lower Burrell, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the center line of the Puckety Church Road (S.R. 4046) on line of land now or formerly of the Burrell School District; thence by said center line of the Puckety Church Road, South twenty-two degrees thirty-eight minutes fifty-nine seconds East (S. 22° 38' 59" E.), a distance of one hundred seventy-six and thirty-six hundredths (176.36) feet to a point; thence by same by the arc of a curve to the left having a radius of two hundred (200) feet, an arc distance of eighty-five (85) feet to a point; thence by same South forty-seven degrees no minutes East (S. 47° 00' E.), a distance of one hundred seven and fifty-two hundredths (107.52) feet to a point; thence by same by the arc of a curve to the left having a radius of two hundred (200) feet, an arc distance of fifty-two and thirty-six hundredths (52.36) feet to a point; thence by same South sixty-two degrees no minutes East (S. 62° 00' E.), a distance of one hundred thirteen and seventy-five hundredths (113.75) feet to a point on line of land now or formerly of the Associate Reformed Church of Puckety; thence by land of said Associate Reformed Church of Puckety, South eighty-one degrees thirty-two minutes thirty-nine seconds West (S. 81° 32' 39" W.), a distance of one hundred ten and ninety-nine hundredths (110.99) feet to a point; thence by same South four degrees twelve minutes twenty seconds West (S. 04° 12' 20" W.), a distance of one hundred forty-four and seventy three

hundredths (144.73) feet to a point; thence by same South twenty-four degrees six minutes twenty seconds East (S. 24° 06' 20" E.), a distance of two hundred twelve and thirty-four hundredths (212.34) feet to a point on the northerly line of Lot numbered Forty-nine (49) in the Indian Fields Estates Plan, recorded in the Office of the Recorder of Deeds of Westmoreland County in Plan Book Volume 89, Pages 884, et seq.; thence South fifty degrees fifty-five minutes six seconds West (S. 50° 55' 06" W.), a distance of two hundred eight and forty-four hundredths (208.44) feet to a point; thence South fifty degrees twenty-six minutes ten seconds West (S. 50° 26' 10" W.), a distance of eight hundred ninety-one and twenty-seven hundredths (891.27) feet to a point; thence North eighty-two degrees nineteen minutes fifty seconds West (N. 82° 19' 50" W.), a distance of four hundred fifty-three and four hundredths (453.04) feet to a point; thence North twenty-nine degrees fifteen minutes East (N. 29° 15' E.), a distance of one thousand five hundred forty and sixty hundredths (1,540.60) feet to a point; thence South seventy-seven degrees sixteen minutes ten seconds East (S. 77° 16' 10" E.), a distance of two hundred fifty-one and eighty-nine hundredths (251.89) feet to a point; and thence North two degrees forty-eight minutes ten seconds West (N. 02° 48' 10" W.), a distance of ninety-three and sixty-three hundredths (93.63) feet to a point, the place of beginning.

CONTAINING 21.0495 acres.

TOGETHER WITH a sanitary sewer easement extending from the property hereinabove described to the pump station area and manhole located on said lot numbered Forty-nine (49) in the Indian Fields Estates Plan, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point at the northwesterly corner of said Lot numbered Forty-nine (49); thence North fifty degrees fifty-

five minutes six seconds east (N. 50° 55' 06" E.), a distance of fifteen (15) feet to the true point of beginning; thence South sixty-six degrees fifty-nine minutes ten seconds East (S. 66° 59' 10" E.), a distance of one hundred twenty-seven and eight hundredths (127.08) feet to a point on the line dividing Lots numbered Forty-nine (49) and Fifty (50) in said plan; thence North twenty-six degrees twenty-nine minutes forty seconds East (N. 26° 29' 40" E.), through said Lot numbered Forty-nine (49), a distance of fifty-eight and ninety-one hundredths (58.91) feet to a point; thence North sixty-five degrees thirty-five minutes eight seconds West (N. 65° 35' 08" W.), a distance of twenty (20) feet to a point on said pump station property; thence South twenty-four degrees twenty-four minutes fifty-two seconds West (S. 24° 24' 52" W.), along said pump station property, a distance of forty (40) feet to a point; thence by same North sixty-five degrees thirty-five minutes eight seconds West (N. 65° 35' 08" W.), a distance of forty (40) feet to a point; thence by same North twenty-four degrees twenty-four minutes fifty-two seconds East (N. 24° 24' 52" E.), a distance of ten (10) feet to a point; thence through said Lot numbered Forty-nine (49), North seventy-five degrees forty-six minutes twelve seconds West (N. 75° 46' 12" W.), a distance of fifty-nine and thirty-nine hundredths (59.39) feet to a point; and thence South fifty degrees fifty-five minutes six seconds West (S.

50° 55' 06" W.), a distance of twenty-four (24) feet to a point, the place of beginning.

Said easement is described in accordance with the Plan of Survey made for Continental Development Corporation by Alpha Engineering Company, Inc., dated June 30, 1988, and as revised on January 26, 1996.

EXHIBIT "B"

Unit No.	Bedroom No.	Type*	Percentage Interest
1	2	A	.0136986
2	2	B	.0136986
3	2	B	.0136986
4	2	B	.0136986
5	2	B	.0136986
6	2	B	.0136986
7	2	B	.0136986
8	2	B	.0136986
9	2	B	.0136986
10	2	B	.0136986
11	2	B	.0136986
12	2	A	.0136986
14	2	B	.0136986
15	2	B	.0136986
16	2	B	.0136986
17	2	C	.0136986
18	2	C	.0136986
19	2	A	.0136986 1664 Sq. feet
20	2	B	.0136986
21	2	B	.0136986
22	2	B	.0136986
23	2	B	.0136986
24	2	A	.0136986
25	2	B	.0136986
26	2	B	.0136986
27	2	B	.0136986
28	2	C	.0136986
29	2	C	.0136986
30	2	B	.0136986
31	2	B	.0136986
32	2	B	.0136986
33	2	C	.0136986
34	2	C	.0136986
35	2	B	.0136986
36	2	B	.0136986
37	2	B	.0136986
38	2	C	.0136986
39	2	C	.0136986
40	2	B	.0136986
41	2	B	.0136986
42	2	B	.0136986
43	2	A	.0136986
44	2	B	.0136986
45	2	B	.0136986
46	2	B	.0136986
47	2	B	.0136986
48	2	A	.0136986

Unit No.	Bedroom No.	Type*	Percentage Interest
49	2	A	.0136986
50	2	B	.0136986
51	2	B	.0136986
52	2	A	.0136986
53	2	A	.0136986
54	2	B	.0136986
55	2	B	.0136986
56	2	B	.0136986
57	2	B	.0136986
58	2	A	.0136986
59	2	A	.0136986
60	2	B	.0136986
61	2	B	.0136986
62	2	B	.0136986
63	2	B	.0136986
64	2	A	.0136986
65	2	A	.0136986
66	2	B	.0136986
67	2	B	.0136986
68	2	B	.0136986
69	2	B	.0136986
70	2	A	.0136986
71	2	A	.0136986
72	2	B	.0136986
73	2	B	.0136986
74	2	A	.0136986
			1.0000000

* Type A 1,664 square feet
  Type B 1,512 square feet
  Type C 2,268 square feet

EXHIBIT "C"

EASEMENTS AND LICENSES

1. Oil and Gas Lease from Charles L. Kipp, et al., to James S. Gallagher, dated June 1, 1912 and recorded in Deed Book Volume 517, Page 456.

2. Oil and Gas Lease from Charles L. Kipp, et al., to the Peoples Natural Gas Company, dated February 17, 1917 and recorded in Deed Book Volume 586, Page 377.

3. Oil and Gas Lease from Charles L. Kipp, et al., to the Peoples Natural Gas Company, dated December 12, 1921 and recorded in Deed Book Volume 725, Page 441.

4. Coal deed from Charles L. Kipp, single, et al., to William H. McNaugher, dated September 6, 1924 and recorded in Deed Book Volume 787, Page 4, conveying all coal together with a free and uninterrupted right of way into and upon and under said land at such points, and in such manner, as may be proper for the purpose of digging, mining, coking, draining and ventilating, and carrying away said coal, waiving all surface damages or damages of any sort arising therefrom, or from the removal of all said coal; together with the privilege of mining and removing through, upon and over said described premises, other coal belonging to William H. McNaugher, his heirs and assigns, which may hereafter be acquired also with the right to drill holes on the land overlying the coal for purpose of determining the thickness of said coal.

5. Oil and Gas Lease from Charles L. Kipp, et al., to the Peoples Natural Gas Company, dated April 20, 1932 and recorded in Deed Book Volume 944, Page 142, and extension of same from Nellie M. Lewis, et al., dated September 11, 1941 and recorded in Deed Book Volume 1099, Page 308.

6. Oil and Gas Lease from Abe Kipp Weaver to the Peoples Natural Gas Company, dated December 12, 1949 and recorded in Deed Book Volume 1378, Page 202.

7. Right of Way from Abe Kipp Weaver to West Penn Power Company, dated January 30, 1957 and recorded in Deed Book Volume 1640, Page 575.

8. Oil and Gas Lease from Abe Kipp Weaver to the Peoples Natural Gas Company, dated May 6, 1959 and recorded in Deed Book Volume 1753, Page 239; Surrender recorded July 18, 1962 in Deed Book Volume 1839, Page 920.

9. Right of Way from Abe Kipp Weaver to West Penn Power Company, dated November 20, 1963 and recorded in Deed Book Volume 1878, Page 511.

10. Right of Way from Charles L. Kipp, et al, to West Penn Power Company, dated January 15, 1923 and recorded in Deed Book Volume 796, Page 131.

11. Right of Way from Abe Kipp Weaver, et al., to West Penn Power Company, dated March 1, 1950 and recorded in Deed Book Volume 1380, Page 328.

12. Right of Way from Continental Development Company to West Penn Power Company, dated July 6, 1966 and recorded in Deed Book Volume 1940, Page 807.

13. Oil and Gas Lease from Continental Development Company to Penneco Energy Corporation, dated May 4, 1992 and recorded in Deed Book Volume 3096, Page 550.

14. Subject to Puckety Church Road and rights of others therein, as premises described runs to the centerline thereof.

15. Excepting and reserving unto Continental Development Company the royalties, rents and income enuring to the benefit of said Continental Development Company from oil and/or gas leases, drilling units or pooling on adjacent properties, including those presently existing and any future operations on said adjacent properties, as set forth in Deed Book Volume 3388, Page 359.

16. Excepting and reserving coal and mining rights appurtenant thereto as heretofore have been conveyed, granted, excepted or reserved in prior instruments of record.

17. Right of Way from Ziccarelli Enterprises, Inc., to West Penn Power Company, dba Allegheny Power, dated June 9, 1997 to be recorded.

EXHIBIT "D"

PLATS AND PLANS

See Plats and Plans recorded herewith in Plan Book Volume 91, pages 534, 535, 540, 541

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF WESTMORELAND)

On this, the 8th day of September, 1997, before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Frank J. Ziccarelli, who acknowledged himself to be the President of ZICCARELLI ENTERPRISES, INC., 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 this 8th day of September, 1997.

Mary Ann Skwirut

Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY ANN SKWIRUT, Notary Public
Borough of Tarentum, Allegheny Co.
My Commission Expires Dec. 20, 1997

EXHIBIT "B"

PERCENTAGE INTEREST

EXHIBIT "B"

Unit No.	Bedroom No.	Percentage Interest
1	2	.0136986
2	2	.0136986
3	2	.0136986
4	2	.0136986
5	2	.0136986
6	2	.0136986
7	2	.0136986
8	2	.0136986
9	2	.0136986
10	2	.0136986
11	2	.0136986
12	2	.0136986
14	2	.0136986
15	2	.0136986
16	2	.0136986
17	2	.0136986
18	2	.0136986
19	2	.0136986
20	2	.0136986
21	2	.0136986
22	2	.0136986
23	2	.0136986
24	2	.0136986
25	2	.0136986
26	2	.0136986
27	2	.0136986
28	2	.0136986
29	2	.0136986
30	2	.0136986
31	2	.0136986
32	2	.0136986
33	2	.0136986
34	2	.0136986
35	2	.0136986
36	2	.0136986
37	2	.0136986
38	2	.0136986
39	2	.0136986
40	2	.0136986
41	2	.0136986
42	2	.0136986
43	2	.0136986
44	2	.0136986
45	2	.0136986
46	2	.0136986
47	2	.0136986
48	2	.0136986

Unit No.	Bedroom No.	Percentage Interest
49	2	.0136986
50	2	.0136986
51	2	.0136986
52	2	.0136986
53	2	.0136986
54	2	.0136986
55	2	.0136986
56	2	.0136986
57	2	.0136986
58	2	.0136986
59	2	.0136986
60	2	.0136986
61	2	.0136986
62	2	.0136986
63	2	.0136986
64	2	.0136986
65	2	.0136986
66	2	.0136986
67	2	.0136986
68	2	.0136986
69	2	.0136986
70	2	.0136986
71	2	.0136986
72	2	.0136986
73	2	.0136986
74	2	.0136986
		1.0000000

EXHIBIT "C"

PRO FORMA OPERATING BUDGET

EXHIBIT "C"

DECLARANT'S PROJECTED OPERATING BUDGET

PUCKETY CHURCH CONDOMINIUMS

REVENUES		
Unit Assessment from Building		$ 56,940.00
Capital Fund Income (See Note 1)	$ 9,490.00	
TOTAL REVENUES		66,430.00
EXPENSES		
Management & Administrative	1,500.00	
Common Elements Operation	54,930.00	
Contingencies	5,000.00	
Reserves (General & For Repair & Replacement)	5,000.00	
TOTAL EXPENSES		66,430.00
Estimated Additional Monthly Assessment for One Unit		$ 65.00

Note 1 - The initial working capital fund is derived from the initial contributions collected at settlement. Each Purchaser will contribute an amount equal to twice the estimated monthly assessment for common expenses for his unit. the expense for initial furnishings, operating equipment and supplies will be paid from this fund, and the balance will be used to meet the Common Expense of the Condominium.

EXHIBIT "D"

AGREEMENT OF SALE

A G R E E M E N T O F S A L E

PUCKETY CHURCH CONDOMINIUMS

THIS AGREEMENT, made and entered into at New Kensington, Pennsylvania, this _____ day of _____, 199____, by and between

ZICCARELLI ENTERPRISES, INC. (hereinafter referred to as "Seller"),

A
N
D

_____,

whose present address is _____

and telephone number is _____(hereinafter referred to as "Purchaser").

WITNESSETH:

Seller and Purchaser, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, agree as follows:

1. Premises. The Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller that certain Condominium Unit No. _____ (said Unit together with the Percentage Interest appurtenant thereto and hereinafter described being hereinafter referred to as "Unit"), in the building (hereinafter referred to as "Building") erected or to be erected upon land situate on Puckety Church Road in the City of Lower Burrell, County of Westmoreland and Commonwealth of Pennsylvania (hereinafter referred to as "Land"), and as more particularly described in Exhibit "A" attached hereto and made a part hereof, said Unit and Building erected or to be erected in accordance with the Plats and Plans (the "Plans") prepared by Alpha Engineering, Registered Engineers, dated June 16, 1997 (as the same may be amended from time to time), and incorporated herein by reference, together with an undivided 1/73rd (.0136986) Percentage Interest in and to the Common Elements thereof, as defined in the Declaration of Condominium (hereinafter referred to as "Declaration") and in the Bylaws (hereinafter referred to as "Bylaws") for Puckety Church Condominiums. Copies of said Declaration and Bylaws are attached and made a part of the Public Offering

Statement delivered by Seller to Purchaser prior to Purchaser executing this Agreement.

2. Purchase Price.

(a) The Purchase Price of Unit No. _____, together with Building Standard Fixtures and Equipment as set forth in Exhibit "C", attached hereto and made a part hereof, is _____ _____, payable as follows:

(i) _____ upon execution of this Agreement by Purchaser (hereinafter referred to as "Deposit Monies"), by check to be deposited in an escrow account until consummation or termination of this Agreement pursuant to the provisions of Section 3408 of the Act, the receipt of which check, subject to collection, is hereby acknowledged by Seller; and

(ii) _____ being the balance of said Purchase Price, to be paid at Closing hereunder, in cash, or by cashier's check.

(b) All Deposit Monies and other monies paid on account of the Purchase Price shall be held in escrow by an Escrow Agent to be agreed upon by Seller and Purchaser, which Escrow Agent is _____, whose address is _____. Escrow Agent shall hold said Deposit Monies and pay the same over to Seller at the time of Closing or to the party entitled thereto at the termination of this Agreement of Sale. Escrow Agent shall not be responsible for interest upon the fund (except as provided herein), and in the event of a dispute between the parties, Escrow Agent is authorized to deposit the fund into court or hold the same until said dispute is resolved. Said fund shall be deposited in an interest bearing account with a bank or other financial institution to be designated by Seller, which bank or financial institution is Three Rivers Bank Corporation. All interest on said account shall be paid to the party who receives the fund pursuant to the terms of this Agreement of Sale.

3. Closing Costs. At Closing, Purchaser shall pay all closing costs including, but not limited to: title insurance; one-half of the transfer taxes imposed by any governmental authority upon this transaction; fees for recording of deeds, mortgages and other necessary documents; notary fees; Purchaser's own legal fees; mortgage fees, appraisals and service charges; and all other miscellaneous expenses customarily borne by purchasers of real estate in the City of Lower Burrell. Real estate taxes and water and sewer rents, all other governmental assessments, if any, against the Unit, and any other charges or expenses customarily apportioned in real estate sales in the City of Lower Burrell (each of which is hereinafter called an "Assessment") shall be apportioned as of the date of Closing. City and county taxes to be prorated on a calendar year basis and school taxes to be prorated on a fiscal year basis. In the event that at the date of Closing the Unit has not been billed separately

from the balance of the Building for any Assessment, the amount thereof to be prorated as aforesaid shall be determined by the proportion of the Unit sold to the total remaining Units. If requested by Purchaser, and provided Purchaser pays for the same, Declarant shall provide an owner's title insurance policy and also a mortgagee title insurance policy issued by the Chicago Title Insurance Company in the full amount of the Purchase Price and, in the case of a mortgagee policy, in the full amount of the mortgage less the amount of any personal property. The owner's title insurance policy shall be furnished upon completion of settlement and the charge for the same shall be the re-issue rate for condominiums as set forth by the Insurance Commission of the Commonwealth of Pennsylvania.

4. Initial Common Expense Assessment. Purchaser shall, at the time of Closing, pay to the Executive Board, as defined in the Declaration, a sum of money equal to the estimated Common Expenses (as said term is defined in the Declaration and Bylaws) for the Unit for two (2) months, said sum of money to be applied against the Common Expenses, but not to be deemed payment of assessments for Common Expenses in advance.

5. Default.

(a) Should Purchaser default under any of the terms, covenants or conditions of this Agreement of Sale, and said default shall continue for five (5) calendar days after written notice from Seller to Purchaser of such default, Seller may, at its option:

(i) retain the Deposit Monies and any and all other monies paid by Purchaser hereunder as liquidated damages and not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to partially compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of the withdrawing the Unit from the market, and otherwise for Purchaser's noncompliance with this Agreement of Sale, and if so retained as liquidated damages, this Agreement shall thereupon become null and void, and of no further force and effect and neither party shall have any further rights or obligations hereunder; or

(ii) pursue such other remedies which may be available to Seller at law or in equity.

(b) If for any reason Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, or if for any other reason Seller is unable to construct or complete the Building, Seller shall return to Purchaser all monies paid hereunder, with interest as earned thereon, whereupon this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights or obligations hereunder. The foregoing shall be Purchaser's sole remedy in the event of Seller's default or failure as aforesaid.

6. Title. Title to the Unit shall be good and marketable or such as will be insured by Chicago Title Insurance Company, at its regular rates. The Unit shall be conveyed by General Warranty Deed, free and clear of all liens, encumbrances and title objections, except as set forth on Exhibit "B" attached hereto and made a part hereof.

7. Insurance Against Liens. In the event the Unit may be subject to either mechanics liens or municipal liens, or both, or the possibility of the filing of any such liens, and insurance against the same is required by Purchaser or Purchaser's Permitted Mortgagee, Purchaser shall pay for special insurance of Chicago Title Insurance Company, insuring Purchaser or Purchaser's Permitted Mortgagee in the usual form against actual loss therefrom, such insurance to be in an amount as required by Purchaser or Purchaser's Permitted Mortgagee.

8. Condominium Documents.

(a) Purchaser acknowledges having read the Declaration, the Plans, the Bylaws and the Condominium Rules and Regulations, and having read the same, agrees to be bound thereby and to acquire said Unit subject thereto. The Declaration with the Plans attached, if not now recorded, will be recorded prior to delivery of the General Warranty Deed by Seller to Purchaser at Closing.

(b) Seller reserves the right, without the need of the joinder of any other party, to amend the Declaration, the Plans and the Bylaws to (i) ratify and/or confirm the modified Units and Percentage Interest resulting from the combination or division of any Unit or Units, or portions thereof, as presently described in said instruments, in accordance with the terms of outstanding agreements of sale, the Act and the Public Offering Statement; (ii) to change the size, layout and purchase price of the Units and Percentage Interests not yet under agreements of sale pursuant to the terms of the Act and the Public Offering Statement; and otherwise as permitted to Seller under the terms of the Declaration, Bylaws or the Act, provided that such amendments to said instruments shall not increase the liability or responsibility of Purchaser or alter or change in any way Purchaser's Unit. At such time as such instruments as so revised shall be placed on record, they shall constitute the documents hereinafter referred to as the Declaration, the Plans and Bylaws and any amendments thereof shall be made in the manner provided therein and in the Act.

9. Time of the Essence: Tender Waived. Formal tender of deed and tender of purchase monies are hereby waived. Time is of the essence of this Agreement.

10. Additional or Nonstandard Work. Seller shall do the work and supply the fixtures and equipment as described in Exhibit "C" ("Building Standard Installations"). If Purchaser shall desire additional or nonstandard materials, work, fixtures or equipment (the "Work") then Purchaser shall arrive at and draft in conjunction with Seller specifications for the same. Upon the approval and acceptance of Seller of these specifications, Seller and Purchaser shall arrive at an agreement for the added cost of said work, material, fixtures and

equipment, and also the terms and conditions upon which Purchaser shall pay Seller for the same.

11. Completion of Unit and Possession.

(a) Except as hereinafter provided, at Closing the Unit will be delivered to Purchaser (i) completed substantially in accordance with the Plans, as the same may be amended, with all fixtures, equipment and hardware as shown in the Building Standard Installations (or substantially equivalent fixtures, equipment and hardware) installed and in operating condition; and (ii) use of City water and sewer and other necessary utility services without any unpaid connection or tap-in charges for which the Unit will bear any liability. Any decorating and the installation of fixtures, equipment and hardware not provided for in this Agreement or in the Plans and the Building Standard Fixtures and Equipment shall be Purchaser's obligation.

(b) It shall be a condition precedent to Purchaser's obligation to complete Closing hereunder for the Unit that the Declaration and Plans shall have been recorded in the manner required by law.

(c) Possession is to be delivered at Closing by delivery of deed and key, upon completion of Closing and full payment by the Purchaser of the balance of the Purchase Price and other monies due under this Agreement. Subject to the provisions of Paragraph 18 hereof, after Closing is made and/or key is accepted and/or entry into possession of any part of the Unit is made, Purchaser agrees that no further claims or demands of any kind will be made upon Seller, and Seller shall not be liable for any and all injuries, loss or damage to Purchaser or any other person, or to the Unit, or property in, on or about the Unit, resulting from any cause whatsoever, including but not to the exclusion of other causes not specifically recited herein, negligence and latent or undiscovered defects, and Purchaser hereby releases and discharges Seller from all liability for such injury, loss or damage.

12. Assignment. Purchaser shall not sell, assign or transfer, in any manner whatsoever, this Agreement or any right, title or interest herein without first obtaining the prior written consent of Seller. No purported assignment, sale or transfer of any kind whatsoever by Purchaser of this Agreement or any right, title or interest herein shall be valid or binding upon Seller. Subject to the provisions prohibiting such sale, assignment or transfer by Purchaser, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. Closing. It is contemplated that Seller will deliver said Unit to Purchaser on or before _____, 19____. Such time of delivery shall be extended for periods equal to the delay caused by contractor delays, strikes, catastrophes, acts of God, governmental regulations, unavailability of manpower and materials or other acts or circumstances beyond the reasonable control of Seller, whether similar or dissimilar to the foregoing, which interfere with or delay the construction of the Unit. Subject to the provisions of Paragraph 11

hereinabove, Purchaser shall close with Seller at the Office of the Agent of Chicago Title Insurance Company, Suite 9, Feldarelli Square, 2300 Freeport Road, New Kensington, Pennsylvania, or such other place and at such time as may be designated in writing by Seller, within twenty (20) days after notice from Seller. At Closing, Purchaser shall execute all papers required by Seller to carry out the terms and conditions hereof, including the mortgage papers respecting the Unit, if any. Notwithstanding anything in this Agreement to the contrary, in the event Closing is not completed on or before _____, 19__ (unless due to fault or default of Purchaser), Purchaser may elect to rescind this Agreement by giving written notice thereof to Seller within twenty (20) days after such date. In the event of such rescission by Purchaser, all Deposit Monies and other sums paid by Purchaser on account of the Purchase Price shall be refunded forthwith to Purchaser together with interest as earned thereon.

14. Variation From Plans. Purchaser has reviewed the Plans with Seller. Seller is given the option, in Seller's discretion, to make substitutions of material whenever Seller shall find it necessary or expedient to do so, and Seller shall have the right to make any change or changes in the construction of said Building or Unit that Seller may find necessary in the course of construction; provided, however, that substitutions of materials shall be with materials of substantially equal or greater quality.

15. Management of Contract. The Executive Board (as defined in the Bylaws) has entered, or will enter, into a Management Agreement with Ziccarelli Enterprises, Inc. for a term of not more than two (2) years, and for a monthly fee of $_____. Purchaser hereby approves the action of the Executive Board in executing such Management Agreement, a copy of which has been delivered to Purchaser, subject to the provisions of Section 3305 of the Act.

16. Casualty. Any loss or damage to the Building caused by fire or other casualty shall not in any way void or impair any of the conditions of this Agreement, nor Seller's or Purchaser's obligations hereunder; provided, however, that if Seller in its sole discretion shall determine that it is impractical to repair or rebuild the Building or Unit, then, within sixty (60) days after any such casualty, Seller shall have the right to cancel this Agreement by returning all Deposit Monies paid by Purchaser hereunder, with interest as earned thereon. Risk of loss of the property will remain upon Seller until settlement.

17. Miscellaneous. If any Units are not under agreement when the Building has been submitted to Condominium ownership, Seller shall remain the owner of such unsold Units and Seller shall be liable for the charges and assessments, if any, in connection with each such Unit and the Percentage Interest appurtenant thereto until each respective Unit is conveyed, provided that Seller shall have the right to lease and receive the rentals from such unsold Units for which it is responsible hereunder.

18. Warranties.

(a) As used in this paragraph, "structural defects" means those defects in components constituting any Unit or Common Element which reduce the

stability or safety of the Building below accepted standards or restrict the normal intended use of all or part of the Building and which require repair, renovation, restoration or replacement. Nothing in this Paragraph 18 shall be construed to make the Seller responsible for any items of maintenance relating to the Units or Common Elements.

(b) Seller hereby warrants against structural defects in each of the Units for two (2) years from the date each is conveyed to a bona fide Purchaser, and all of the Common Elements for two (2) years. The two (2) years shall begin as to each of the Common Elements whenever the Common Element has been completed or, if later, at the time the first Unit in the Building is conveyed to a bona fide Purchaser.

(c) No action to enforce the warranty created by this Paragraph 18 shall be commended later than six (6) years after the warranty begins.

(d) THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE UNIT SOLD HEREUNDER, AND THERE ARE NO AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT.

(e) The warranty set forth herein shall not apply if the defective part of the Unit or the Common Elements has been subject to misuse or damage by accident or has not been afforded reasonable care.

19. Notices.

(a) All notices to be given by either party to the other shall be in writing, shall be served by depositing such notice in the United States mail, certified, with certification and postage charges prepaid, properly addressed and directed to the party to receive the same as follows:

(i) As to the Seller:

3 Feldarelli Square
New Kensington, PA 15068

(ii) As to the Purchaser:

(at the address shown on Page 1 hereof)

(b) Either party may designate a different person or entity or place to or at which notices shall be given by delivering a written notice to that effect to the other party, which notice shall be effective only after the same is actually received by the other party. With the exception of the foregoing, a notice will be considered to have been given upon the date of depositing the same

for delivery with the United States Post Office. In lieu of mailing, the parties may deliver any such notice, documents or papers to the aforesaid addresses.

20. Brokerage. The applicable section relative to brokerage shall be the one bearing an "x" below.

(a) _____ The parties respectively warrant to each other that there has been no finder, real estate broker or other person entitled to claim a fee or commission in this transaction.

(b) _____ The parties respectively warrant to each other that no other finders, real estate brokers, or other persons are entitled to claim a fee or commission in this transaction other than _____ _____.

21. Recording. Purchaser shall not cause this Agreement to be recorded in any place of public record and, should this Agreement be recorded by Purchaser or anyone acting by, for or under Purchaser, in violation hereof, it shall, at Seller's option, be and become void and of no further effect and, should Seller so elect, Purchaser shall be entitled to receive back all Deposit Monies and all other monies, without interest, upon delivery to Seller of a release in form acceptable to Seller of all rights of Purchaser hereunder and in and to the Unit.

22. Entire Agreement. This is the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

23. Coal Notice.

NOTICE - THIS DOCUMENT MAY NOT/DOES 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/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 OR 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].

Unless the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

ATTEST:

ZICCARELLI ENTERPRISES, INC.

_____
Assistant Secretary

By: _____
President

WITNESSETH:

PURCHASER

_____ _____ _____(SEAL)

_____ _____ _____(SEAL)

_____ _____ _____(SEAL)

_____ _____ _____(SEAL)

EXHIBIT "A"

SUBMITTED REAL ESTATE

ALL that certain piece or parcel of land situate in the City of Lower Burrell, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the center line of the Puckety Church Road (S.R. 4046) on line of land now or formerly of the Burrell School District; thence by said center line of the Puckety Church Road, South twenty-two degrees thirty-eight minutes fifty-nine seconds East (S. 22° 38' 59" E.), a distance of one hundred seventy-six and thirty-six hundredths (176.36) feet to a point; thence by same by the arc of a curve to the left having a radius of two hundred (200) feet, an arc distance of eighty-five (85) feet to a point; thence by same South forty-seven degrees no minutes East (S. 47° 00' E.), a distance of one hundred seven and fifty-two hundredths (107.52) feet to a point; thence by same by the arc of a curve to the left having a radius of two hundred (200) feet, an arc distance of fifty-two and thirty-six hundredths (52.36) feet to a point; thence by same South sixty-two degrees no minutes East (S. 62° 00' E.), a distance of one hundred thirteen and seventy-five hundredths (113.75) feet to a point on line of land now or formerly of the Associate Reformed Church of Puckety; thence by land of said Associate Reformed Church of Puckety, South eighty-one degrees thirty-two minutes thirty-nine seconds West (S. 81° 32' 39" W.), a distance of one hundred ten and ninety-nine hundredths (110.99) feet to a

point; thence by same South four degrees twelve minutes twenty seconds West (S. 04° 12' 20" W.), a distance of one hundred forty-four and seventy three hundredths (114.73) feet to a point; thence by same South twenty-four degrees six minutes twenty seconds East (S. 24° 06' 20" E.), a distance of two hundred twelve and thirty-four hundredths (212.34) feet to a point on the northerly line of lot numbered Forty-nine (49) in the Indian Fields Estates Plan, recorded in the Office of the Recorder of Deeds of Westmoreland County in Plan Book Volume 89, Pages 884, et seq.; thence South fifty degrees fifty-five minutes six seconds West (S. 50° 55' 06" W.), a distance of two hundred eight and forty-four hundredths (208.44) feet to a point; thence South fifty degrees twenty-six minutes ten seconds West (S. 50° 26' 10" W.), a distance of eight hundred ninety-one and twenty-seven hundredths (891.27) feet to a point; thence North eighty-two degrees nineteen minutes fifty seconds West (N. 82° 19' 50" W.), a distance of four hundred fifty-three and four hundredths (453.04) feet to a point; thence North twenty-nine degrees fifteen minutes East (N. 29° 15' E.), a distance of one thousand five hundred forty and sixty hundredths (1,540.60) feet to a point; thence South seventy-seven degrees sixteen minutes ten seconds East (S. 77° 16' 10" E.), a distance of two hundred fifty-one and eighty-nine hundredths (251.89) feet to a point; and thence North two degrees forty-eight minutes ten seconds West (N. 02° 48' 10" W.), a distance of ninety-three and sixty-three hundredths (93.63) feet to a point, the place of beginning.

CONTAINING 21.0495 acres.

TOGETHER WITH a sanitary sewer easement extending from the property hereinabove described to the pump station area and manhole located on said lot numbered

Forty-nine (49) in the Indian Fields Estates Plan, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point at the northwesterly corner of said Lot numbered Forty-nine (49); thence North fifty degrees fifty-five minutes six seconds east (N. 50° 55' 06" E.), a distance of fifteen (15) feet to the true point of beginning; thence South sixty-six degrees fifty-nine minutes ten seconds East (S. 66° 59' 10" E.), a distance of one hundred twenty-seven and eight hundredths (127.08) feet to a point on the line dividing Lots numbered Forty-nine (49) and Fifty (50) in said plan; thence North twenty-six degrees twenty-nine minutes forty seconds East (N. 26° 29' 40" E.), through said Lot numbered Forty-nine (49), a distance of fifty-eight and ninety-one hundredths (58.91) feet to a point; thence North sixty-five degrees thirty-five minutes eight seconds West (N. 65° 35' 08" W.), a distance of twenty (20) feet to a point on said pump station property; thence South twenty-four degrees twenty-four minutes fifty-two seconds West (S. 24° 24' 52" W.), along said pump station property, a distance of forty (40) feet to a point; thence by same North sixty-five degrees thirty-five minutes eight seconds West (N. 65° 35' 08" W.), a distance of forty (40) feet to a point; thence by same North twenty-four degrees twenty-four minutes fifty-two seconds East (N. 24° 24' 52" E.), a distance of ten (10) feet to a point; thence through said Lot numbered Forty-nine (49),

North seventy-five degrees forty-six minutes twelve seconds West (N. 75° 46' 12" W.), a distance of fifty-nine and thirty-nine hundredths (59.39) feet to a point; and thence South fifty degrees fifty-five minutes six seconds West (S. 50° 55' 06" W.), a distance of twenty-four (24) feet to a point, the place of beginning.

Said easement is described in accordance with the Plan of Survey made for Continental Development Corporation by Alpha Engineering Company, Inc., dated June 30, 1988, and as revised on January 26, 1996.

EXHIBIT "C"

BUILDING STANDARD INSTALLATIONS

The Units will be constructed using standard wood and steel frame construction and the exterior finish will be brick veneer. All windows will be Louisiana Pacific with screens. All patio doors will be Louisiana Pacific Ser. #1121 with screens. The roof will be #300 asphalt shingles. Each Unit will be partitioned using standard wood construction and standard pre-finished wood trim. All walls and ceilings are to be 1/2" drywall with standard finish. Utilities: Water will be individually metered. Sewer line will be a 4" tap to 4" ABS Schedule 40 plastic throughout, reducing to 3" to Unit. Electrical service will be 100 AMP single phase to all Units. Heating will be forced air gas with electric air conditioning. All baths will feature one-piece fiberglass tubs and showers. Powder rooms will feature two-piece commodes and standard vanities only.

Type B and C - 2 Bedroom with one-car garage
Allowances are approximately:

Kitchen cabinets and appliances, labor and material	$2,500.00
All floor coverings, labor and material	2,000.00
Vanities or bath trim	500.00
Lighting fixtures	500.00

Type A - 2 Bedroom with two-car garage
Allowances are approximately:

Kitchen cabinets and appliances, labor and material	$3,000.00
All floor coverings, labor and material	2,000.00
Vanities or bath trim	500.00
Lighting fixtures	500.00

EXHIBIT "B"

TITLE EXCEPTIONS

1. Oil and Gas Lease from Charles L. Kipp, et al., to James S. Gallagher, dated June 1, 1912 and recorded in Deed Book Volume 517, Page 456.

2. Oil and Gas Lease from Charles L. Kipp, et al., to the Peoples Natural Gas Company, dated February 17, 1917 and recorded in Deed Book Volume 586, Page 377.

3. Oil and Gas Lease from Charles L. Kipp, et al., to the Peoples Natural Gas Company, dated December 12, 1921 and recorded in Deed Book Volume 725, Page 441.

4. Coal deed from Charles L. Kipp, single, et al., to William H. McNaugher, dated September 6, 1924 and recorded in Deed Book Volume 787, Page 4, conveying all coal together with a free and uninterrupted right of way into and upon and under said land at such points, and in such manner, as may be proper for the purpose of digging, mining, coking, draining and ventilating, and carrying away said coal, waiving all surface damages or damages of any sort arising therefrom, or from the removal of all said coal; together with the privilege of mining and removing through, upon and over said described premises, other coal belonging to William H. McNaugher, his heirs and assigns, which may hereafter be acquired also with the right to drill holes on the land overlying the coal for purpose of determining the thickness of said coal.

5. Oil and Gas Lease from Charles L. Kipp, et al., to the Peoples Natural Gas Company, dated April 20, 1932 and recorded in Deed Book Volume 944, Page 142, and extension of same from Nellie M. Lewis, et al., dated September 11, 1941 and recorded in Deed Book Volume 1099, Page 308.

6. Oil and Gas Lease from Abe Kipp Weaver to the Peoples Natural Gas Company, dated December 12, 1949 and recorded in Deed Book Volume 1378, Page 202.

7. Right of Way from Abe Kipp Weaver to West Penn Power Company, dated January 30, 1957 and recorded in Deed Book Volume 1640, Page 575.

8. Oil and Gas Lease from Abe Kipp Weaver to the Peoples Natural Gas Company, dated May 6, 1959 and recorded in Deed Book Volume 1753, Page 239; Surrender recorded July 18, 1962 in Deed Book Volume 1839, Page 920.

9. Right of Way from Abe Kipp Weaver to West Penn Power Company, dated November 20, 1963 and recorded in Deed Book Volume 1878, Page 511.

10. Right of Way from Charles L. Kipp, et al, to West Penn Power Company, dated January 15, 1923 and recorded in Deed Book Volume 796, Page 131.

11. Right of Way from Abe Kipp Weaver, et al., to West Penn Power Company, dated March 1, 1950 and recorded in Deed Book Volume 1380, Page 328.

12. Right of Way from Continental Development Company to West Penn Power Company, dated July 6, 1966 and recorded in Deed Book Volume 1940, Page 807.

13. Oil and Gas Lease from Continental Development Company to Penneco Energy Corporation, dated May 4, 1992 and recorded in Deed Book Volume 3096, Page 550.

14. Subject to Puckety Church Road and rights of others therein, as premises described runs to the centerline thereof.

15. Excepting and reserving unto Continental Development Company the royalties, rents and income enuring to the benefit of said Continental Development Company from oil and/or gas leases, drilling units or pooling on adjacent properties, including those presently existing and any future operations on said adjacent properties, as set forth in Deed Book Volume 3388, Page 359.

16. Excepting and reserving coal and mining rights appurtenant thereto as heretofore have been conveyed, granted, excepted or reserved in prior instruments of record.

17. Right of Way from Ziccarelli Enterprises, Inc., to West Penn Power Company, dba Allegheny Power, dated June 9, 1997 to be recorded.

EXHIBIT "E"

PROPERTY REPORT

EXHIBIT "E"

PROPERTY REPORT

	Total Cost of Typical A Unit	Total Life Expectancy
Concrete footings, block walls, concrete floors and roof, brick veneer	$ 16,500.00	100 years
Electrical service throughout, 100 AMP, single-Phase three wire	5,500.00	100 years
Gas service, 1" plastic low pressure	2,500.00	100 years
Main sewage line, 4" and 3" Schedule 40 ABS plastic	6,300.00	100 years
Heating units gas forced air, per Unit	4,500.00	15 years
Air Conditioning, per Unit	3,500.00	10 years
Roofs--asphalt shingles	11,000.00	10 years
Thermal pane windows, white vinyl each	750.00	30 years
Metal doors, each	750.00	30 years
Interior walls, per Unit	7,500.00	30 years
Interior trim, per Unit	4,500.00	30 years
Interior bath fixtures, per Unit	5,500.00	20 years
Security systems, each	4,500.00	25 years
Kitchen cabinets, average each	2,500.00	20 years
Appliances, average each	2,000.00	10 years
Floor coverings, average each	3,000.00	10 years

EXHIBIT "F"

BYLAWS

B Y L A W S

OF

PUCKETY CHURCH CONDOMINIUMS ASSOCIATION

BYLAWS

ARTICLE I

INTRODUCTORY PROVISIONS

1.1. Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act with respect to the Condominium created by the recording of the Declaration among the land records of Westmoreland County in Deed Book Volume 3522 , at Page 599 .

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meaning specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

THE ASSOCIATION

2.1. Composition. The Association is hereby organized on the date hereof as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities

shall be performed by the Executive Board or Manager as more particularly set forth in these Bylaws.

2.2. Annual Meetings. The annual meetings of the Association shall be held on the third Thursday of September of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these Bylaws (subject to Article XI of the Declaration) and such other business as may properly come before the meeting may be transacted.

2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.4. Special Meetings.

a. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least 25% of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within 45 days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within 15 days after receipt by the President of said resolution or petition and in all events prior to the expiration of the thirty day time period referred to in Section 5.8 of these Bylaws. No business shall be transacted at a special meeting except as stated in the notice.

b. Within sixty days after conveyance of twenty-five percent of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which one of the three members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect a successor member of the Executive Board to act in the place and stead of the member resigning. Such successor member shall serve until the annual meeting of the Association following the meeting at which he was elected.

c. Within sixty days immediately preceding the date by which all Declarant appointed members of the Executive Board must resign pursuant to Section 11.1(c) of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the second annual meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above, and the successor member receiving the next highest number of votes shall serve until the first annual

meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above.

d. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs b and c above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) shall be held concurrently with such annual meeting.

2.5. **Notice of Meeting.** The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least twenty but not more than sixty days, and of each special meeting of the Unit Owners at least ten but not more than forty-five days, prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Section and Section 8.1 of these Bylaws shall be considered service of notice.

2.6. **Adjournment of Meeting.** If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time for which the original meeting was called.

2.7. **Voting.** Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the Person who shall be entitled to cast the vote for such Unit shall be the Person named in a certificate executed by such entity pursuant to its governing documents. If the Owner of a Unit is a trust, the trustee or trustees shall be deemed to be the Owner for voting purposes. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310 (a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty percent of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the

Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. In all elections for Executive Board member, each Owner shall be entitled to cast for each vacancy to be filed at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Section 2.4 b, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8. Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

2.9. Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners of twenty percent or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast ten percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

2.10. Conduct of Meeting. The President (or in his absence, one of the vice-presidents) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current editions of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III

EXECUTIVE BOARD

3.1. Number and Qualification. The affairs of the association shall be governed by an Executive Board. The Executive Board shall be composed of three natural persons, all of whom shall be Unit Owners or designees of the Declarant.

3.2. Delegation of Powers; Manager. The Executive Board may employ for the Condominium a "Manager" at a compensation established by the Executive Board. The Manager shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Manager does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Manager all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

a. to adopt the annual budget and any amendment thereto or to assess any Common Expenses;

b. to adopt, repeal or amend Rules and Regulations;

c. to designate signatories on Association bank accounts;

d. to borrow money on behalf of the Association;

e. to acquire and mortgage Units;

f. to designate Reserved Common Elements;

g. to allocate Limited Common Elements.

3.3. Election and Term of Office.

a. At the annual meetings of the association, subject to Article XI of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.4 b and c and 3.5 hereof) shall be fixed at three years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.4. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special

meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 11.1 of the Declaration.

3.5. Vacancies. Except as set forth in Section 3.4 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.6. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.7. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once very four months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telegraph, at least three business days prior to the day named for such meeting.

3.8. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three business days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Executive Board.

3.9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed

equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.11. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

3.13. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.14. Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm, or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

a. The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes,

approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

b. The Contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.15. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.14 hereof.

ARTICLE IV

OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

4.2. Election of Officer. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officer. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from along the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgagees on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the association pursuant to Sections 3315(g), 3407(a) and 3407(b) of the Act and Sections 5.9 and 5.11 below.

4.7. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of $5,000 shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of $5,000 or less may be executed by any one officer of the Association.

4.9. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V

COMMON EXPENSES; BUDGETS

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

5.2. Preparation and Approval of Budget.

5.2.1. On or before the first day of November of each year, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses.

5.2.2. On or before the next succeeding day of November, the Executive Board shall make the budget available for inspection at the Association office and within three business days of such adoption shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner's assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.

5.2.3. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

5.3. Assessment and Payment of Common Expenses.

5.3.1. General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Elements to which the Limited Expenses pertain, by (b) the Percentage Interest (expressed in decimal form)

allocated to such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Executive Board may determine.

5.3.2. Limited Expenses. The Executive Board shall calculate the monthly assessments for Limited Expenses against each Unit obligated to pay Limited Expenses by multiplying (a) the total amount of the estimated funds required for Limited Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain other than Limited Expense Assessments by (b) the share of Limited Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Expenses in accordance with their allocable share of Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

5.3.3. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expense and/or Limited Expense which shall be assessed against the Unit Owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Expenses with regard to Limited Expenses (whichever

is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3.1., 5.3.2. or 5.3.3. or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3.1. and 5.3.2.

5.5. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3 above.

5.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.7. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other sources may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Executive Board.

5.8. Rejection of Budget; Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty days after approval by the Executive Board. The power of the Executive Board to expend funds, incur expenses or borrow month on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast at least two-thirds of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to (i) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than 5% of such aggregate amount after taking into account any

projected increases in income, and (ii) to borrow money so that loans of the Association then outstanding would exceed 5% of such aggregate amount.

5.9. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the Selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five days following a written request therefor to the Executive Board or Managing Agent, and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and, provided further that, subject to Section 3315 of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

5.10. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment not paid within five days after its due date shall accrue a late charge in the amount of 5% of the overdue assessment in addition to interest at the rate of 15% per annum of such other rate as may be determined by the Executive Board.

5.11. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Expenses due from each Unit Owner as required by the terms of Section 3315(g) of the Act, or the certificate and documents required by the terms of Section 3407 of the Act. To the extent permitted by the Act, the Executive Board may impose a reasonable charge for the preparation of such statement and/or certificate and the reproduction of such documents in order to cover the cost of such preparation and reproduction.

ARTICLE VI

COMPLIANCE AND DEFAULT

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all the terms of the Declaration, these Bylaws, and Rules and Regulations and the Act, as any of the same may be amended from time to time. In Addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

a. Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

b. Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

c. No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

d. Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaws contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to

enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII

AMENDMENTS

7.1. Amendments to Bylaws. These Bylaws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to Article XI of the Declaration, (i) Section 2.4. (ii) Section 3.1, and (iii) this Section 7.1. may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct to supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

7.2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these Bylaws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered in address with the Secretary.

7.3. Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration of behalf of the Association.

ARTICLE VIII

MISCELLANEOUS

8.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

8.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

I hereby CERTIFY that this document is recorded in the RECORDER'S OFFICE of Westmoreland County Pennsylvania

Tom Murphy • Recorder of Deeds

AMENDMENT TO DECLARATION OF PUCKETY CHURCH CONDOMINIUMS

WHEREAS, the Puckety Church Condominiums is located in the City of Lower Burrell, Westmoreland County, Pennsylvania; and

WHEREAS, the Puckety Church Condominium Association was declared pursuant to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S.A. 3101, *et. seq.*, the Declaration thereof being recorded in the Office of the Recorder of Deeds for Westmoreland County, at Deed Book Volume 3522, Page 599; and

WHEREAS, the management and affairs of the Puckety Church Condominium Association are governed by an Executive Board; and

WHEREAS, the Executive Board of Puckety Church Condominium Association believed it to be in the best interest of the Association to adopt an amendment to the Declaration limiting the number of pets per Unit to one (1) and further prohibiting exotic pets; and

WHEREAS, the Declaration provides that the it may be amended upon approval of sixty-seven (67%) percent of those Unit Owners entitled to cast a vote at the Association; and

WHEREAS, at a duly called meeting of the Unit Owners, at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at Puckety Church Condominiums approved the within Amendment to the Declaration of Puckety Church Condominiums.

NOW, THEREFORE, The Declaration of Puckety Church Condominiums is hereby amended as follows:

Section 1: Article VI, Section 6.,1 of the Declaration of Puckety Church Condominiums is hereby amended by adding the following subsection 6.1(f):

> "f. Each Unit shall be limited to one (1) household pet, provided that any authorized pet causing an unreasonable disturbance shall be removed from the Property upon written notice from the Executive Board. All exotic pets are prohibited from being kept in any Unit. All authorized pets are subject to the

Instr:201001280003121 01/28/2010
P:1 of 8 F:$772.00 11:04AM
Tom Murphy T20100004688
Westmoreland County RecorderP

Rules and Regulations adopted by the Executive Board, as may be amended from time to time"

Section 2: Except to the extent inconsistent herewith, all remaining provisions of the Declaration, By-Laws and Rules and Regulations shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of the Puckety Church Condominium Association hereby execute the within Amendment this 5 day of January, 2010, duly adopted upon an affirmative vote of at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at the Puckety Church Condominiums.

Dolores J. Vigilante
President

Mary Margaret Czmerda
Secretary

CERTIFICATE

We, DOLORES I. VIGILANTE the President of the Puckety Church Condominium Association, and MARY MARGARET CZMERDA the Secretary of the Puckety Church Condominium Association hereby certify that the foregoing Amendment has been consented to by at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote in the Highlander Condominium Association.

Dated this 5th day of January 2010.

Dolores J. Vigilante
President

Mary Margaret Czmerda
Secretary

Instr:201001280003121 01/28/2010
P:2 of 8 F:$772.00 11:04AM
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Westmoreland County RecorderP

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 5th day of January, ~~2009,~~ 2010 before me a Notary Public, the undersigned Officer personally appeared Dobres J. Vigilante, President, and Mary Margaret Czemer, Secretary, both known to me are satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

Witness my hand Notarial Seal.

Lisa M. Burkhart
Notary Public

Mail To:

Lisa M. Burkhart, Esquire
BRANDT, MILNES & REA, P.C.
1109 Grant Building
310 Grant Street
Pittsburgh, PA 15219

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhart, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 10, 2012
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC PENNSYLVANIA ALLEGHENY COUNTY 40

Instr 201001280003121 01/28/2010
P:8 of 8 F:$772.00 11:04AM
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Westmoreland County RecorderP

3
UTL'S

I hereby CERTIFY that this document is recorded in the RECORDERS OFFICE of Westmoreland County Pennsylvania

Recorder of Deeds

AMENDMENT TO DECLARATION OF PUCKETY CHURCH CONDOMINIUMS

WHEREAS, the Puckety Church Condominiums is located in the City of Lower Burrell, Westmoreland County, Pennsylvania; and

WHEREAS, the Puckety Church Condominium Association was declared pursuant to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S.A. 3101, *et. seq.*, the Declaration thereof being recorded in the Office of the Recorder of Deeds for Westmoreland County, at Deed Book Volume 3522, Page 599; and

WHEREAS, the Executive Board of Puckety Church Condominium Association, and at least sixty-seven (67%) percent of the Unit Owners, have determined that it is in the best interest of the Association to restrict future leasing and occupancy of Units for the purpose of maintaining the residential character of the Puckety Church Condominium Association; and

WHEREAS, Article V, Section 5.1, of the Declaration of Puckety Church Condominiums provides that the Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act; and

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania provides, in pertinent part, that the Declaration may be amended only by a vote of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated; and

WHEREAS, A special meeting of the Unit Owner was held on February 2, 2015, at which time at least sixty-seven (67%) percent of the Unit Owners voted in favor of the within the Amendment; and

WHEREAS, to the extent that a Unit is subject to a valid and binding lease as of the effective date of the within the Amendment, said Unit may continue to be leased upon notice thereof to the Executive Board within thirty (30) days of the effective day of this Amendment.

Instr:201503300009172 03/30/2015
P:1 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP

NOW, THEREFORE, upon an affirmative vote of the Unit Owners representing no less than sixty-seven (67%) percent of those Units entitled to cast a vote at Puckety Church Condominium Association, the Declaration of Puckety Church Condominiums is hereby amended by as follows:

FIRST: The above recitals are incorporated herein by reference.

SECOND: Article VI, Section 6.1., is hereby deleted in its entirety and replaced with the following Article VI, Section 6.1:

"Section 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. Units are restricted to residential use and may not be used for any other purposes, except that Units may also be used for accessory uses that are customarily incidental to the residential use, provided that any such use conforms with the applicable zoning regulations of Lower Burrell, including, without limitation, the use of the Unit as a home office. No such use may permit the operation of any commercial or professional activity or business in or from the Unit that involves patients, clients, customers, and/or other business invitees coming and going, or the delivery of inventory in and out of the property.

b. All Units must be occupied by a single household or single family.

c. Occupancy of the Units is limited to no more than two (2) persons per bedroom.

d. Nothing may be done or kept on any part of the Property, including the Units, that will increase the rate of insurance on any Property insured by the Association without the prior approval of the Executive Board, nor may anything be done or kept on or in the Property that would result in the cancellation of insurance on any portion of the Property or improvements insured by the Association or that would be in violation of any law.

e. No Unit Owner may erect or display any sign, advertising or other display on or in the Unit that is visible from outside of the Unit or from the Common Elements without in each instance having obtained the prior written consent of the Executive Board.

Instr:201503300009172 03/30/2015
P:2 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County Recorder

f. The Executive Board may, from time to time, promulgate reasonable Rules and Regulations that do not conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the current Rules and Regulations and any Amendments thereto shall be furnished to all Unit Owners by the Association promptly after adoption of the Rules and Regulations and any Amendments thereto.

g. Except as otherwise provided by this Declaration, each Unit Owner will be responsible for maintaining his/or her Unit in good order and repair at the sole expense of the Unit Owner.

h. As determined by the Executive Board, no noxious, hazardous, excessively noisy, or offensive activity is to be conducted in any Unit or in any Common Element, nor may anything done or any object placed in any Unit or Common Element that is or may become a nuisance or cause a disturbance or annoyance to other Unit Owners or occupants.

i. No Unit shall be used in a manner that would cause an excessive electrical load on the electrical system of the condominium.

j. Each Unit shall be limited to one (1) household pet, provided that any authorized pet causing an unreasonable disturbance shall be removed from the Property upon written notice from the Executive Board. All exotic pets are prohibited from being kept in any Unit. All authorized pets are subject to the Rules and Regulations adopted by the Executive Board, as may be amended from time to time."

THIRD: Article VIII, Section 8.1., of the Declaration is hereby deleted in its entirety and replaced with the following Article VIII, Section 8.1:

"Section 8.1. Lease of Units.

a. Lease Limitation. The number of Units that may be leased at any one time is hereby restricted. No more than five (5%) percent of the total number of Units (i.e. 4 Units) may be leased at any one time. Once this limit is reached, the Executive Board shall maintain a leasing waiting list and will immediately notify the next Unit Owner on the waiting list when the number of Units being leased has decreased below five (5%) percent of the total Units at Puckety Church Condominiums. All requests to be placed on the waiting list must be in writing and delivered to the Secretary. The order of the waiting list

Instr:201503300009172 03/30/2015
P:3 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County Recorder

will be established upon the date that the request is received by the Secretary.

b. Exceptions To Lease Limitations.

(i) Immediate Family Exception. Any lease by and between a Unit Owner and their children, parents and/or grandparents shall not constitute a lease. However, said occupants shall remain subject to all rules and regulations of the Association.

(ii) Hardship Exception. The Executive Board shall have the sole discretion to issue an exception to the terms of this Amendment under emergency or unique circumstances. Any request for an exception must be submitted to the Executive Board for pre-approval prior to the occupancy of the Unit by a non-Unit Owner. The Executive Board shall have the right to request any additional information necessary to its determination.

c. All Units which are leased pursuant to the foregoing to the limitations are subject to the following:

i. All Leases must be in writing for a term of no less than one (1) year.

ii. All Leases must be accompanied by a fully executed Lease Addendum in the form approved by the Executive Board which can be provided by the Secretary upon request.

iii. A copy of a fully executed Lease and Lease Addendum must be furnished to the Executive Board within ten (10) days of execution thereof.

iv. The Unit Owner is responsible for providing their tenants/occupants with a currant copy of the Declaration, By-Laws and Rules and Regulations, and any amendments thereto, and a default thereof shall constitute a default in the terms of the Lease Agreement.

v. The Leasing of a Unit will not affect the liability of the Unit Owner with respect to his/or her obligations under the governing documents of Puckety Church Condominium Association. As set forth in the Lease Addendum, if a Unit Owner fails to pay any charge or assessment levied against

Instr:201503300009172 03/30/2015
P:4 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP

a leased Unit, and such failure to pay continues for fifteen (15) days, the Executive Board has the right to notify the Lessee of such Unit in writing of the amount due, and request that the monthly rental installments be forwarded directly to the Association to be applied against the unpaid charges or assessments of the delinquent Unit Owner.

vi. Any occupancy of a Unit by an individual or individuals other than those residing with a record unit owner constitutes a lease of the unit not withstanding whether rent or other consideration is exchanged between the parties."

FOURTH: Except to the extent of any inconsistency herewith, all of the remaining provisions of the Declaration of Puckety Church Condominiums shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of the Puckety Church Condominium Association hereby execute the within Amendment this 2 day of FEBRUARY, 2015, duly adopted upon an affirmative vote of at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at the Puckety Church Condominiums.

Dolores J. Vigilante
President

Mary Ann Gamelda
Secretary

Instr:201503300009172 03/30/2015
P:5 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP

CERTIFICATE

We, Dolores J. Vigilante, the President of the Puckety Church Condominium Association, and Mary M Czemerda the Secretary of the Puckety Church Condominium Association hereby certify that the foregoing Amendment has been consented to by at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote in the Puckety Church Condominium Association.

Dated this 2 day of FEBRUARY, 2015.

Dolores J. Vigilante
President

Mary M. Czemerda
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WESTMORELAND)

On this, the 2th day of February, 2015, before me a Notary Public, the undersigned Officer personally appeared Dolores J. Vigilante and Mary M. Czemerda, both known to me are satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

Witness my hand Notarial Seal.

Lisa M. Burkhart
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhart, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 31, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Instr:201503300009172 03/30/2015
P:6 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County Recorder

Puckety Church Condominium Association – Unit Parcel Identifications
Deed Book -3522 – Page #599

Owner Address	Street	City	State, Zip Code	Tax Map Number
1	Elena Avenue	Lower Burrell,	PA 15068	17-06-05-0-031-00-00
2	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-032-00-00
3	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-033-00-00
4	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-034-00-00
5	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-035-00-00
6	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-036-00-00
7	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-037-00-00
8	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-038-00-00
9	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-039-00-00
10	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-040-00-00
11	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-041-00-00
12	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-042-00-00
14	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-043-00-00
15	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-044-00-00
16	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-045-00-00
17	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-046-00-00
18	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-047-00-00
19	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-048-00-00
20	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-049-00-00
21	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-050-00-00
22	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-051-00-00
23	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-052-00-00
24	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-053-00-00
25	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-054-00-00
26	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-055-00-00

Instr:201503300009172 03/30/2015
P:7 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP

Puckety Church Condominium Association – Unit Parcel Identifications
Deed Book -3522 – Page #599

Owner Address	Street	City	State, Zip Code	Tax Map Number
27	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-056-00-00
28	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-057-00-00
29	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-058-00-00
30	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-059-00-00
31	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-060-00-00
32	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-061-00-00
33	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-062-00-00
34	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-063-00-00
35	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-064-00-00
36	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-065-00-00
37	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-066-00-00
38	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-067-00-00
39	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-068-00-00
40	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-069-00-00
41	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-070-00-00
42	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-071-00-00
43	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-072-00-00
44	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-073-00-00
45	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-074-00-00
46	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-075-00-00
47	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-076-00-00
48	Elena Avenue	Lower Burrell	PA 15068	17-06-05-0-077-00-00
49	David Drive	Lower Burrell	PA 15068	17-06-05-0-078-00-00
50	David Drive	Lower Burrell	PA 15068	17-06-05-0-079-00-00
51	David Drive	Lower Burrell	PA 15068	17-06-05-0-080-00-00

Instr:201503300009172 03/30/2015
P:8 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP

Puckety Church Condominium Association – Unit Parcel Identifications
Deed Book -3522 – Page #599

Owner Address	Street	City	State, Zip Code	Tax Map Number
52	David Drive	Lower Burrell	PA 15068	17-06-05-0-081-00-00
53	David Drive	Lower Burrell	PA 15068	17-06-05-0-082-00-00
54	David Drive	Lower Burrell	PA 15068	17-06-05-0-083-00-00
55	David Drive	Lower Burrell	PA 15068	17-06-05-0-084-00-00
56	David Drive	Lower Burrell	PA 15068	17-06-05-0-085-00-00
57	David Drive	Lower Burrell	PA 15068	17-06-05-0-086-00-00
58	David Drive	Lower Burrell	PA 15068	17-06-05-0-087-00-00
59	David Drive	Lower Burrell	PA 15068	17-06-05-0-088-00-00
60	David Drive	Lower Burrell	PA 15068	17-06-05-0-089-00-00
61	David Drive	Lower Burrell	PA 15068	17-06-05-0-090-00-00
62	David Drive	Lower Burrell	PA 15068	17-06-05-0-091-00-00
63	David Drive	Lower Burrell	PA 15068	17-06-05-0-092-00-00
64	David Drive	Lower Burrell	PA 15068	17-06-05-0-093-00-00
65	David Drive	Lower Burrell	PA 15068	17-06-05-0-094-00-00
66	David Drive	Lower Burrell	PA 15068	17-06-05-0-095-00-00
67	David Drive	Lower Burrell	PA 15068	17-06-05-0-096-00-00
68	David Drive	Lower Burrell	PA 15068	17-06-05-0-097-00-00
69	David Drive	Lower Burrell	PA 15068	17-06-05-0-098-00-00
70	David Drive	Lower Burrell	PA 15068	17-06-05-0-099-00-00
71	David Drive	Lower Burrell	PA 15068	17-06-05-0-100-00-00
72	David Drive	Lower Burrell	PA 15068	17-06-05-0-101-00-00
73	David Drive	Lower Burrell	PA 15068	17-06-05-0-102-00-00
74	David Drive	Lower Burrell	PA 15068	17-06-05-0-103-00-00

Instr:201503300009172 03/30/2015
P:9 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County Recorder

UPI 17-05905-00000	UPI 17-05906-00000	UPI 17-05907-00000
MAP 17-06-05-0-031	MAP 17-06-05-0-032	MAP 17-06-05-0-033
UPI 17-05908-00000	UPI 17-05909-00000	UPI 17-05910-00000
MAP 17-06-05-0-034	MAP 17-06-05-0-035	MAP 17-06-05-0-036
UPI 17-05911-00000	UPI 17-05912-00000	UPI 17-05913-00000
MAP 17-06-05-0-037	MAP 17-06-05-0-038	MAP 17-06-05-0-039
UPI 17-05914-00000	UPI 17-05915-00000	UPI 17-05916-00000
MAP 17-06-05-0-040	MAP 17-06-05-0-041	MAP 17-06-05-0-042
UPI 17-05917-00000	UPI 17-05918-00000	UPI 17-05919-00000
MAP 17-06-05-0-043	MAP 17-06-05-0-044	MAP 17-06-05-0-045
UPI 17-05920-00000	UPI 17-05921-00000	UPI 17-05922-00000
MAP 17-06-05-0-046	MAP 17-06-05-0-047	MAP 17-06-05-0-048
UPI 17-05923-00000	UPI 17-05924-00000	UPI 17-05925-00000
MAP 17-06-05-0-049	MAP 17-06-05-0-050	MAP 17-06-05-0-051
UPI 17-05926-00000	UPI 17-05927-00000	UPI 17-05928-00000
MAP 17-06-05-0-052	MAP 17-06-05-0-053	MAP 17-06-05-0-054
UPI 17-05929-00000	UPI 17-05930-00000	UPI 17-05931-00000
MAP 17-06-05-0-055	MAP 17-06-05-0-056	MAP 17-06-05-0-057
UPI 17-05932-00000	UPI 17-05933-00000	UPI 17-05934-00000
MAP 17-06-05-0-058	MAP 17-06-05-0-059	MAP 17-06-05-0-060
UPI 17-05935-00000	UPI 17-05936-00000	UPI 17-05937-00000
MAP 17-06-05-0-061	MAP 17-06-05-0-062	MAP 17-06-05-0-063
UPI 17-05938-00000	UPI 17-05939-00000	UPI 17-05940-00000
MAP 17-06-05-0-064	MAP 17-06-05-0-065	MAP 17-06-05-0-066
UPI 17-05941-00000	UPI 17-05942-00000	UPI 17-05943-00000
MAP 17-06-05-0-067	MAP 17-06-05-0-068	MAP 17-06-05-0-069
UPI 17-05944-00000	UPI 17-05945-00000	UPI 17-05946-00000
MAP 17-06-05-0-070	MAP 17-06-05-0-071	MAP 17-06-05-0-072
UPI 17-05947-00000	UPI 17-05948-00000	UPI 17-05949-00000
MAP 17-06-05-0-073	MAP 17-06-05-0-074	MAP 17-06-05-0-075
UPI 17-05950-00000	UPI 17-05951-00000	UPI 17-05952-00000
MAP 17-06-05-0-076	MAP 17-06-05-0-077	MAP 17-06-05-0-078
UPI 17-05953-00000	UPI 17-05954-00000	UPI 17-05955-00000
MAP 17-06-05-0-079	MAP 17-06-05-0-080	MAP 17-06-05-0-081
UPI 17-05956-00000	UPI 17-05957-00000	UPI 17-05958-00000
MAP 17-06-05-0-082	MAP 17-06-05-0-083	MAP 17-06-05-0-084
UPI 17-05959-00000	UPI 17-05960-00000	UPI 17-05961-00000
MAP 17-06-05-0-085	MAP 17-06-05-0-086	MAP 17-06-05-0-087

Instr:201503300009172 03/30/2015
P:10 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP

UPI 17-05962-00000	UPI 17-05963-00000	UPI 17-05964-00000
MAP 17-06-05-0-088	MAP 17-06-05-0-089	MAP 17-06-05-0-090
UPI 17-05965-00000	UPI 17-05966-00000	UPI 17-05967-00000
MAP 17-06-05-0-091	MAP 17-06-05-0-092	MAP 17-06-05-0-093
UPI 17-05968-00000	UPI 17-05969-00000	UPI 17-05970-00000
MAP 17-06-05-0-094	MAP 17-06-05-0-095	MAP 17-06-05-0-096
UPI 17-05971-00000	UPI 17-05972-00000	UPI 17-05973-00000
MAP 17-06-05-0-097	MAP 17-06-05-0-098	MAP 17-06-05-0-099
UPI 17-05974-00000	UPI 17-05975-00000	UPI 17-05976-00000
MAP 17-06-05-0-100	MAP 17-06-05-0-101	MAP 17-06-05-0-102
UPI 17-05977-00000		
MAP 17-06-05-0-103		

TOTAL # OF LABELS 73 USER ID JMANOWN REFERENCE# 174

Instr:201503300009172 03/30/2015
P:11 of 11 F:$1155.00 9:37AM
Frank Schiefer T20150013481
Westmoreland County RecorderP