

**EVERY PROSPECTIVE PURCHASER
SHOULD READ THIS BOOKLET CAREFULLY**

NAME OF CONDOMINIUM:	Village of Sewickley Hills
ADDRESS OF CONDOMINIUM:	104 Prescott Place, Sewickley, PA 15143
NAME AND ADDRESS OF DECLARANT:	Village at Sewickley Hills, L.L.C. 447 South Street Chardon, OH 44024
EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT:	May 1, 2004

I. Format of this Booklet

This Public Offering Statement summarizes the significant features of the Village of Sewickley Hills and presents additional information of interest to prospective purchasers, including the proposed Declaration of Condominium ("Condominium Declaration"), the proposed By-Laws of the Condominium Association, and a projected annual budget of the Condominium Association. This Public Offering Statement will be provided to each prospective purchaser of a Unit in the Condominium and is intended to be an accurate summary of all pertinent features of the Condominium. Each prospective purchaser of a Unit should read this booklet carefully and obtain competent legal advice with respect to its contents.

The Condominium Declaration and the Condominium By-Laws are called the "Condominium Documents". If there is any variation between this Public Offering Statement and the Condominium Documents, the Condominium Documents will govern. No provision in any of the Condominium Documents may be changed except in writing by the Declarant or by an amendment duly adopted under the terms of those documents. Unless otherwise specifically stated in this Public Offering Statement to the contrary, all statements and representations in this Public Offering Statement apply to the Condominium.

NO SALES AGENT OR OTHER REPRESENTATIVE OF DECLARANT MAY ORALLY MODIFY THE TERMS AND CONDITIONS OF EITHER THE CONDOMINIUM DOCUMENTS OR INTERPRET THEIR LEGAL EFFECT.

NO SALES AGENT OR OTHER REPRESENTATIVE OF THE DECLARANT IS AUTHORIZED TO MAKE ANY REPRESENTATION WHICH IS NOT EXPRESSLY CONTAINED IN THIS PUBLIC OFFERING STATEMENT OR THE CONDOMINIUM DOCUMENTS. ALL CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THIS PUBLIC OFFERING STATEMENT HAVE THE MEANINGS SET FORTH IN THE CONDOMINIUM DOCUMENTS.

II. Overview

Condominium Ownership

The term "condominium" refers to a form of property ownership provided for by the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101, *et seq.* (the "Act") which combines two distinct types of property . Units and Common Elements. "Units" are the individual portions of the Condominium, set aside for each owner's exclusive use, occupancy and, in this case, residence. The

owner of a Unit is called a "Unit Owner". Each Unit Owner is, also, at the same time, one of many mutual owners of common facilities and common areas that a Unit Owner may use and enjoy along with owners of other Units. These "Common Elements" are all portions of the condominium that are not included within the Units. In general, the Common Elements constitute the underlying land and those portions of the condominium that support, enclose or service the Units, such as the building foundation and roof, exterior walls, hallways, portions of the plumbing, electrical and ventilating systems, driveways, parking areas and walks. It is the coupling of exclusive ownership of a Unit with the shared ownership of the Common Elements that distinguishes condominium ownership from other forms of property ownership.

All Unit Owners have a share (called a "Percentage Interest") in the ownership of all Common Elements. In this Condominium, the Percentage Interest for each Unit is expressed as a decimal equivalent of a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units in the Condominium. Put another way, each Unit's Percentage Interest in the Condominium and the Common Element is the same. The ownership of this Percentage Interest gives each Unit Owner the right, subject to the terms of the Act and of the Condominium Documents, to use and participate in the control of the Common Elements with the other Unit Owners and imposes upon each Unit Owner the obligation to pay the same percentage of the expenses of operating and maintaining the Common Elements as the Unit Owners' Percentage Interest in the Common Elements.

The expenses of operating and maintaining the Common Elements will be paid by Unit Owners through monthly assessments. The amount of these expenses will be determined in annual budgets established by the Executive Board, which a majority of the Unit Owners will elect after Declarant has conveyed 75% of all Units to third parties, or seven (7) years after the recording of the Declaration, whichever occurs first. Each Unit's share of the total annual budget for operating and maintaining the Common Elements will be equal to its Percentage Interest. Initially, monthly assessments shall be as follows, depending upon the type of Unit:

Two bedroom stacked flat:	\$99 plus \$10 for garage space
Three bedroom stacked flat:	\$109 plus \$10 for garage space
Two bedroom townhouse:	\$129 plus \$10 for garage space
Three bedroom townhouse	\$149 plus \$10 for garage space

Certain Units that also enjoy an indoor parking space will initially pay an additional \$10.00 monthly assessment.

III. The Declarant

Village at Sewickley Hills, L.L.C. is an Ohio limited liability company whose address is 447 South Street, Chardon, OH 44024.

IV. A Brief Description of the Condominium

The Village of Sewickley Hills (the "Condominium") is located in Ohio Township, the Borough of Sewickley Hills and the Borough of Franklin Park, Allegheny County, Pennsylvania. The legal description of the land associated with the Condominium is set forth in Exhibit A attached to the Declaration.

The Condominium consists of approximately 60.82 acres of land, on which it is anticipated will be constructed twenty eight (28) buildings containing more than three hundred fifty six (356) dwelling Units. The configuration of the buildings is as follows:

Phase I:

One (1) townhouse style building containing four (4) Units;
Nine (9) townhouse style buildings containing eight (8) Units each; and
One (1) stacked "flat" style building containing twenty four (24) Units.

Phase II:

Eight (8) townhouse style buildings containing eight (8) Units each;
One (1) townhouse style building containing four (4) Units;
One (1) stacked "flat" style building containing twenty (20) Units; and
Seven (7) stacked "flat" style buildings containing twenty four (24) Units each.

Note: The number of buildings and the number of Units in each building is subject to change based on market conditions, but the total number of dwelling Units shall not exceed three hundred fifty six (356).

Declarant also intends to construct private drives, paved parking areas, a clubhouse, pool, a walking trail and other open recreational areas. All of these will be owned and maintained by the Condominium Association (see Section VIII below).

The Units will be constructed as either stacked "flat" type or townhouse style dwellings. Generally speaking, each Unit consists of the space bounded by the perimeter walls, floor and ceiling of the Unit. Hook-up for cable TV is provided in each Unit. Each Unit also has hook-ups for private washer and dryer. Each Unit has its own electric and gas meters. Each Unit will be heated by way of a gas fired hot water furnace and will have an individual air conditioning system. Each Unit will be assigned two parking spaces. For certain larger Units, one of those spaces will be an integral garage space. Declarant may also construct separate garage structures and offer parking spaces within those structures for sale to Unit owners.

The exterior of each Condominium building will be substantially complete before a Unit is conveyed to a third party. Individual Units will also be completed by Declarant before a Unit is conveyed to a third party. Units will be finished in accordance with a Unit Owner's particular desires including (but not be limited to) such items as installation of kitchen cabinets and equipment, bathrooms, plumbing fixtures, drywall, interior electrical wiring, painting and interior painting. Declarant will complete such work in accordance with its contract with the Unit Owner. All Common Elements of the Condominium will be completed by Declarant in a timely manner.

Water service will be provided by the Borough of West View Water Department and sanitary sewer service will be provided for the Ohio Township Sanitary Authority. Each Unit will be submetered and separately charged by Viterra Energy Services Incorporated ("Viterra") for water and sewer service based upon each utility's customary charges, plus a small service charge by Viterra. Electricity service for lights and air conditioning will be provided by Pennsylvania Power Company and individually metered to each Unit. Natural gas service will be provided by Equitable Gas Company and also individually metered to each Unit.

Declarant began construction of the first Condominium building in August of 2003 and expects to substantially complete construction of all Condominium buildings by August of 2009. This schedule is only an estimate and may vary depending not only upon the pace of sales of Units but also upon a number of variables not within Declarant's control, such as construction delays.

Declarant intends to complete construction of a swimming pool and clubhouse during the month of July, 2004. As explained below, the clubhouse and pool will be owned and maintained by the Condominium Association.

V. Additional Units: Purchase by Investors: Declarant's Right to Rent Units

There will be no additional units added to the three hundred fifty six (356) Units that comprise the Condominium. Because of the "tax-shelter" and other economic benefits arising from investment ownership of real estate, such as a Unit at the Condominium, and based upon Declarant's market analysis and prior experience, it is possible that a number of Units will be purchased by investors. However, Declarant has not set aside any percentage or block of Units for sale to investors. Declarant also reserves the right to rent any Units that are not sold.

VI. Flexible Condominium

The Condominium is not a flexible condominium as defined by the Act and thus Declarant has reserved no options to add or withdraw real estate. However, Declarant will only construct buildings containing Units as demand requires. Declarant will construct as the first phase of the Condominium, eleven (11) buildings, containing a total of one hundred (100) Units.

VII. The Documents

A. Introduction

Copies of the Condominium Documents are attached for your review as Schedule I to this Public Offering Statement. Some of the significant features of those documents are described in this Public Offering Statement, but if there is any conflict between the description contained in this Public Offering Statement and the actual text of the Condominium Documents, the Condominium Documents will control.

The Condominium Declaration is the legal document that creates the Condominium. It establishes and expresses the existence of the Condominium, incorporates the plans showing the location and size of the Units, defines certain terms, and allocates the Percentage Interests of the Unit Owners. The Condominium Declaration may be amended by the Declarant as provided for in the Condominium Act. Otherwise, the Declaration may only be amended by a vote of the Executive Board or in accordance with Section 3219 of the Act, subject, in certain instances, to the concurrence by the holders of mortgages encumbering the Units.

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

B. Specific Features of the Condominium Documents

Units may be used by the Unit Owners only for private residential purposes. Declarant has the right to use Units that it owns as sales or management offices or models. Units may be leased by Unit Owners but only through written leases for a term of not less than six (6) months. Unit Owners are required to notify the Executive Board of any sale or lease of Units. Units may not be subdivided.

Under the Declaration, the Executive Board may promulgate Rules and Regulations governing the use of the Condominium. The Rules and Regulations will govern, among other things, use of the Condominium's recreational facilities and the ownership and enjoyment of pets in the Property. **Note, the Condominium Declaration limits each Townhouse style Unit to not more than one pet weighing no more than 65 pounds and limits each stacked flat style Unit to not more than one pet weighing no more than 40 pounds.** Unit Owners will be bound by the Rules and Regulations as they currently exist and as they may be amended from time to time.

Unit Owners may place mortgages on their Units.

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

The Condominium Association is comprised of all the Unit Owners. The affairs of the Association will be managed by its Executive Board that will consist of five (5) persons. The members of the Executive Board will be appointed by Declarant until sixty days after twenty-five percent (25%) of the Units have been conveyed by Declarants to others, at which time the Unit Owners other than Declarant shall meet and elect two members of the Executive Board to replace two of Declarant's appointees. Within one hundred eighty (180) days after seventy-five percent (75%) of the Units have been conveyed by Declarant to others, but not later than five (5) years after the date of recording the Declaration, all Unit Owners (including Declarant) will meet and elect the entire Executive Board. Annual meetings of the Unit Owners will take place on the date specified in the Bylaws. Votes of Unit Owners will be allocated to Unit Owners in the same proportion as Percentage Interests and Declarant will be entitled to vote all votes allocated to Units which it owns.

The Executive Board will be required to meet at least once every four months. The Executive Board's responsibilities include the approval of capital expenditures, the establishment of a budget for each fiscal year and the assessment against each Unit and Unit Owner of a portion of the funds necessary to operate under such budget. Two-thirds of all Unit Owners may, however, reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after such approval. If the Unit Owners wish to expend or borrow monies or incur expenses in an amount greater than 5% of the aggregate of all budgeted expenses for the fiscal year, such expenditures must have the prior approval of two-thirds of all Unit Owners.

Each Unit's assessment for Common Expenses shall be proportionate to its Percentage Interest. Assessments for Common Expenses are made and may be changed by the Executive Board. Assessments are payable monthly by the Unit Owners. If the amount assessed and collect by the Executive Board during any year is not sufficient to cover the actual Common Expenses of the Condominium, the Executive Board may make additional assessments for the fiscal year. Any assessment which a Unit Owner does not pay, when due, becomes a lien against such Unit Owner's Unit enforceable under the Act and in accordance with the By-Laws, that provide for a late charge of 5% of each overdue assessment as well as interest at the rate provided for in the Act or such other lesser rate as the Executive Board may determine.

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

VIII. Governmental Approvals

Declarant has received all necessary approvals to construct the buildings. Each Unit must be inspected by the Ohio Township Building Inspection Department, and after such inspection an occupancy permit will be issued if the Unit complies with the Ohio Township Building Code. Declarant will be responsible for obtaining an occupancy permit for each Unit.

IX. Notices of Violations

Declarant has not received any notices of violations of governmental requirements concerning the Condominium.

X. Hazardous Conditions

Declarant has no knowledge of:

(a) hazardous conditions, including contamination of the Condominium site by hazardous substances or waste or the existence at the site of underground storage tanks for petroleum products or other hazardous substances; or

(b) any investigation conducted to determine the presence of hazardous conditions on or affecting the Condominium site; or

(c) any finding by a governmental agency that action must be taken to correct a hazardous condition at the Condominium site.

Unit Owners wishing to learn more about environmental conditions at the Condominium site may contact either the Pennsylvania Department of Environmental Protection at (412) 442-4000 or the United States Environmental Protection Agency at 1-800-438-2474.

XI. Management and Other Agreements

Declarant will initially provide or cause to be provided professional management of the Condominium. After the Executive Board is entirely elected by the Unit Owners it may elect to contract with a property management company or other professional for management of the Condominium affairs. Prior to such time as the Executive Board is elected by the Unit Owners Declarant will not enter into any contract (including for management of the Condominium) that cannot be cancelled by the Association without cause upon ninety days' notice.

XII. Association Budget

Because the Condominium Association has not been in existence, there is no balance sheet or history of expenses available at the present time. The projected initial budget (the "Budget") for the Association for one year following the date of the first conveyance to a purchaser is attached as Schedule 3. The Budget was prepared by the Declarant, is only an estimate of the amounts and types of expenditures to be incurred by the Condominium and is based upon the assumption that 356 Units will be occupied and each Unit Owner will contribute his or her assessed share. The Budget also assumes that costs will remain as set forth in the budget for the coming year. The Budget is only an estimate and is broken down into the categories of expenditures for the Condominium Association and arrives at a projected monthly common expense assessment for each Unit. Any expenses paid or provided by the Declarant that may later constitute Common Expenses are identified on the Budget as such. The Budget includes a reserve for repairs and replacements and a small contingency reserve for unanticipated expenses. The Budget provides no other reserves.

XIII. Fees Due From Purchasers at Closing

At the closing of each Unit, the Purchaser will be required to provide, in addition to payment of the purchase price for the Condominium Unit purchased, sufficient funds to pay for one-half (1/2) of the real estate transfer tax stamps; the premium for title insurance, if any; settlement and recording fees; **\$200.00 to establish a capital reserve and operating reserve fund**; and any charges relating to the Purchaser's financing of the Unit.

XIV. Lien and Encumbrances

The Condominium is presently subject to an existing mortgage in favor of Sky Bank (the "Mortgage"). The Condominium is also subject to an easement for construction and sales activities in favor of Declarant (as set forth in the Declaration) and to those utility and similar easements described in the Declaration. Upon the conveyance of a Unit to a purchaser, the Unit and its proportionate share of the common elements will be released from the Mortgage.

XV. Description of Financing

Generally speaking, each purchaser will be responsible for obtaining financing for the full Purchase Price of the Unit. While Declarant is not offering financing, certain mortgage financing packages from commercial lenders, including Sky Bank and Coldwell Banker Mortgage Co., may be available for qualified purchasers through Declarant's sales office. Prospective purchasers should inquire about financing terms.

XVI. Building Improvements

The Plats and Plans for the Condominium will be recorded, along with the Declaration, in the Allegheny County Recorder of Deeds Office. The Plats and Plans will not be changed so as to materially adversely affect any Purchaser; provided, however, Declarant reserves the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of those set forth in the Plans.

XVII. Warranties

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

B. In addition to the foregoing and as required by the Act, Declarant warrants against structural defects in each of the Units. As defined by the Act, and for the purpose of this Public Offering Statement, "structural defects" means those defects in components constituting any Unit or Common Element that reduce the stability or safety of the structure below acceptable standards or restrict the normal intended use of all or any part of the structure and that require repair, renovation, restoration or replacement.

In accordance with the Act, Declarant's warranty against structural defects in each Unit expires two (2) years from the date the Unit is conveyed to a bona fide purchaser. Any conveyance of a unit during the two (2) year warranty period shall be deemed to transfer to the Purchaser Declarant's warranty against structural defects (but will not extend the term of that warranty).

The Declarant also warrants that the Common Elements are free from structural defects. As to the Common Elements, Declarant's warranty expires two (2) years from the later of completion of the Common Elements or the date of the first conveyance of a Unit in the Condominium to a bona fide purchaser.

In no event shall Declarant's warranty against structural defects in any Unit or the Common Elements be construed to make Declarant responsible for ordinary maintenance of any Unit or the Common Elements.

C. Declarant warrants that the Units and the Common Elements have been inspected for structural and mechanical defects and that any such defects found have been repaired.

EXCEPT AS SET FORTH ABOVE. THE UNITS, THE COMMON ELEMENTS, AND ALL PERSONAL PROPERTY TO BE SOLD ARE SOLD "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, DURABILITY OR HABITABILITY. IN THE EVENT OF BREACH OF ANY WARRANTY SET FORTH HEREIN, DECLARANT SHALL ONLY BE LIABLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PORTION OF THE UNIT OR COMMON ELEMENTS AND IN NO EVENT WILL DECLARANT BE LIABLE FOR ANY PERSONAL INJURY OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WARRANTIES SET FORTH HEREIN.

XVIII. Judgments and Lawsuits

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

XIX. Deposits

Any deposits made in connection with the purchase of a Unit shall be held in an interest-bearing escrow account in an institution whose accounts are insured by a governmental agency or instrumentality.

Any such deposit will be returned to the Purchaser if he or she cancels an Agreement of Sale pursuant to Section 3406 of the Act.

XX. Restraints on Alienation

A Unit Owner may not lease or sublease his or her Unit except by a written lease having a term of nine (9) months or more.

XXI. Insurance Coverage

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

(1) Property insurance against all risks of direct physical loss commonly insured against. Such insurance shall cover the Units, Common Elements, Limited Common Elements and personal property or equipment owned by the Association. Such insurance will not cover improvements and betterments installed by Unit Owners. **SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY AS WELL AS THE CONTENTS OF THE UNIT.** The Association's hazard insurance must be in an amount equal to the greater of the actual cash value of the property insured, exclusive of land, excavations, foundations and other items normally excluded from property insurance policies or 80% of the current replacement cost of the insured property. The Association will also obtain all endorsements to such an insurance policy required by the Federal National Mortgage Association. All proceeds of this policy will be payable to the Association and not to any mortgagee or beneficiary under a deed of trust.

(2) Comprehensive general liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and any Management Agent against any liability to the public or to the Unit Owners, their tenants or invitees for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements or other areas under the supervision of the Association. The initial limits of liability shall be \$500,000.00 for death or personal injury to any one person, \$1,000,000.00 for death or personal injury in any single occurrence and \$100,000.00 for property damage in any single occurrence. **EACH UNIT OWNER SHOULD MAINTAIN HIS OR HER OWN LIABILITY INSURANCE FOR HIS OR HER OWN UNIT.**

The Association may carry such other policies of insurance as it deems appropriate to protect the Association or Unit Owners or as might be required by the Federal National Mortgage Association.

In the event that any building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the available proceeds of insurance, unless the Condominium is terminated; such repair would be illegal under any health or safety statute or ordinance; or 80% of the Unit Owners and the percentage of Mortgagees specified in the Declaration, including every owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild, as provided in Section 3312(g) of the Act. In the event any damage is not repaired, the insurance proceeds will be distributed in accordance with the Act.

XXII. Fees and Charges for Use of Common Elements

Except for the Common Expense assessments referred to above (and described in the Budget), Declarant does not expect to cause to have any other charges imposed upon the Unit Owners for the use of the Common Elements or other facilities related to the Condominium. The Executive Board may, however, impose reasonable charges for the use of the Condominium's recreational facilities.

XXIII. Unusual Circumstances

To the best of the Declarant's knowledge and information there are no unusual circumstances or characteristics affecting the Condominium or the Units not otherwise set forth in this Public Offering Statement.

XXIV. Reserves

A reserve for capital expenditures shall be funded by collecting an amount equal to \$200.00 from each Unit Owner at closing. Declarant will place the reserve in a segregated account. Any surplus from the Condominium's annual budget (i.e., the total collected assessments exceeds expenses) will be added to this reserve account.

XXV. Structural Components

All structural components and major utility installations of the Condominium have been newly constructed using new materials. Construction of such structural components and major utility installations was completed prior to the date of this Public Offering Statement. Declarant believes, but except as otherwise provided in Section XVIII above does not warrant, that the expected useful life of the structural components and major utility installations should be in excess of twenty years. The current replacement cost of the structural components, site work and major utility installations of the Condominium when finally built, will be approximately \$44,000,000.

THIS PUBLIC OFFERING STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF ANY UNITS IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION THEREOF UNDER THE LAWS OF SUCH JURISDICTION.