



R 02244-0257 Jan 03, 2020

aguer-nobori properties
Nittany Grove Condominium Community

01/03/2020
15:50:03

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Joseph L. Nardone
RECORDER OF DEEDS

Electronically Recorded / Submitted by Simplifi

Prepared by & Return to:

Marshal Granor, Esq.
721 Dresher Road
Horsham, PA 19044
215-830-1100 ext. 204

RICHARD CAMPBELL
OR 720 S. AHERTON ST
STATE COLLEGE PA
16801

Third Amendment to Declaration of Nittany Grove Condominium Community

**Third Amendment to
Declaration of Condominium for
Nittany Grove Condominium Community
Centre County, Pennsylvania**

THIS THIRD AMENDMENT is made this 25th day of November, 2019 by **Aguer-Nobori Properties**, the Declarant of Nittany Grove Condominium Community ("Declarant")

Witnesseth that:

A. Pursuant to a certain Declaration executed by **Aguer-Nobori Properties**, Declarant, dated October 16, 2009 and recorded on October 16, 2009 in Deed Book 02045 Page 0715 in the office for the Recording of Deeds in and for Centre County, Pennsylvania ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 et seq. ("Act") certain real estate described therein and created a Condominium known as Nittany Grove Condominium Community ("the Condominium").

B. The Declaration was subsequently amended:

1. Pursuant to a certain First Amendment to Declaration executed by Declarant, dated August 26, 2011 and recorded on August 29, 2011 in Deed Book 02085 Page 0888 in the office for the Recording of Deeds in and for Centre County, Pennsylvania ("First Amendment"); and

2. Pursuant to a certain Second Amendment to Declaration executed by Declarant, dated February 9, 2017 and recorded on February 15, 2017 in Deed Book 02194 Page 0820 in the office for the Recording of Deeds in and for Centre County, Pennsylvania ("Second Amendment");.

C. As used in this Third Amendment to the Declaration, the term "Declaration" shall mean the Declaration as Amended.

D. Following the recordation of the Second Amendment, several errors were discovered in the recorded Declaration and Declaration Plat, as well as corrections required to certain Units and Common elements, as determined in negotiated agreements between the Nittany Grove Condominium Community Association ("Association").

E. Declarant and Association, jointly, wish to join together to remedy the errors in the prior recorded Declaration, as amended.

Now, therefore, the Declarant and Association join to Declare:

1. Where inconsistent, this Third Amendment to Declaration shall supersede and replace the prior Declaration, as amended;

2. Exhibit B "Plats and Plans" to the original Declaration is hereby deleted and replaced with the Declaration Plats and Plans attached hereto and marked as "Exhibit B-3." Exhibit B-3 shall henceforth be the Declaration Plats and Plans of the Condominium;

3. The area previously erroneously noted on prior plats and plans as "277 Timberwood Trail" and also as "Convertible/Withdrawable Real Estate" shall hereafter be known as "Unit 55," as depicted on Exhibit B-3 hereto;

4. Exhibit B-3 hereto properly corrects and adjusts Unit and Common Element boundary lines, consistent with current conditions at the Condominium;

5. Declarant and Association confirm that the Period of Declarant Control of the Condominium has expired, and that control of the Association and its assets has passed to the Association;

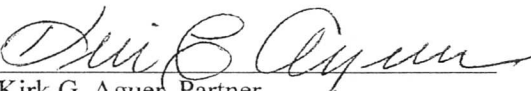
6. This Third Amendment shall confirm that the total number of Units in the Condominium shall be and remain fifty (50). Therefore, the percentage interest of each Unit as set forth in Exhibit C to the original Declaration shall be corrected to be 2.00%. Exhibit C-3 attached hereto shall replace Exhibit C to the original Declaration, setting forth each Unit, its identifying number, address and percentage interest.

7. In accordance with the approved plan and municipal agreements between Declarant and Harris Township, the expiration of the Period of Declarant Control does not release Declarant from any obligations to complete improvements in the Condominium.

8. Except as specifically amended hereby, the Declaration as previously amended shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

Aguer-Nobori Properties, Declarant

By: 
Kirk G. Aguer, Partner

Nittany Grove Condominium Community Association,
a Pennsylvania Non-Profit Corporation

By: _____
Thomas Bettel, President

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By: _____
Kirk G. Aguer, Partner

**Nittany Grove Condominium Community Association,
a Pennsylvania Non-Profit Corporation**

By: Thomas Bettie
Thomas Bettie, President

NITTANY GROVE CONDOMINIUM COMMUNITY
Purchaser Should Read This Document Carefully
PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM:	Nittany Grove Condominium Community
LOCATION OF CONDOMINIUM:	Boalsburg, Harris Township Centre County, Pennsylvania
NAME OF DECLARANT:	Aguer-Nobori Properties, a partnership
ADDRESS OF DECLARANT:	113 Ramsey Way Boalsburg, Pennsylvania 16827
EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT:	November 1, 2009
Amended:	August 3, 2011
Amended:	August 15, 2019

This Public Offering Statement is being presented to you in an attempt by the Declarant to disclose and summarize information pertinent to your consideration of purchasing a condominium unit at Nittany Grove Condominium Community. Since it is abbreviated, prospective purchasers should refer to the complete documents for complete information.

Within 15 days after receipt 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, the purchaser, before conveyance, may cancel any contract for purchase of a unit from Declarant.

If the declarant fails to provide a public offering statement and any amendments thereto to a purchaser before conveying a unit, that purchaser may recover from the declarant, in addition to any other relief, an amount equal to five (5%) percent of the sale price of the unit up to a maximum of two thousand (\$2,000) dollars, or purchaser's actual damages, whichever is greater. A minor omission or error in the public offering statement, or any amendment thereto, which is not willful, shall entitle the purchaser to recover actual damages only.

If a purchaser receives the public offering statement more than fifteen (15) days before signing a contract of sale he cannot cancel the contract, except that in accordance with paragraph a, he shall have the right to cancel the contract before conveyance within fifteen (15) days after receipt of any amendment to the public offering statement that would have a material and adverse effect on his rights or obligations.

Aguer-Nobori Properties (“Declarant”), has developed real estate in Harris Township, Centre County, Pennsylvania, and has created condominium units together with common areas and facilities. The land and buildings constitute Nittany Grove Condominium Community. Condominium units are being offered for sale to the public. The Condominium will consist of a total of fifty (50) Units each of which consists of a site area for the installation of a manufactured or modular home. A modular home is one which is transported to the site, assembled, and then later can be disassembled and transported to another location. Units may also include a garage, either above- or below-grade, as long as these garages do not provide living space. A purchaser may buy a manufactured home from Declarant, or may purchase a unit on which to have another builder place a home.

A Condominium Association (described below) which will administer the common areas and make assessments to pay common expenses, as estimated in the budget for the Condominium, attached below. All owners of Condominium Units will automatically be members of the Condominium Association and are subject to a Declaration of Condominium, any adopted Rules and Regulations, and the Bylaws, attached hereto as exhibits.

This Public Offering Statement consists of a narrative portion and then exhibits consisting of:

1. Condominium Declaration;
2. Bylaws of the Nittany Grove Condominium Community Association;
3. Budget for current year, prepared by the Executive Board of the Association;
4. Association Balance Sheet;
5. Any Rules and regulations adopted by the Association;
6. Agreement of Sale to purchase a Unit;
7. Builder’s Limited Warranty from contractor and factory only.

The narrative portion of the Public Offering Statement is intended to summarize the significant features of the condominium 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. All capitalized terms used in this Public Offering Statement and not expressly defined herein will have the same meanings as are ascribed to those terms in the Pennsylvania Uniform Condominium. Act, as amended (the “Act”) or the Declaration or Bylaws.

CONDOMINIUMS IN GENERAL

The term “Condominium” refers to a form of property ownership. Property which is owned as a Condominium contains two (2) distinct types, Units and Common Elements. Units are portions of a Condominium which are set aside for individual ownership and occupancy. Common Elements are all portions of the Condominium which are outside of the Units. Common Elements include, without limitation, open space, stormwater management facilities, private well and water distribution system, private sewer system, private roads, street signage, and all portions of the condominium not designated as Units or public roads and right-of-ways.

A Declaration of Condominium is the legal document which creates the Condominium. The Declaration became effective when recorded in the Office of the Recorder of Deeds of Centre County. The Declaration establishes special property rights within the Condominium, such as Common Elements and Easements. Units in the Condominium are restricted to residential use by an individual or family along with a support person and guests. The Declarant may use any unsold Units as models, sales and/or management offices. Garages are restricted to use for parking of automobiles and small vans, and shall contain no living space. Any Rules and Regulations of Nittany Grove Condominium Community will set forth what is allowed and prohibited within the Condominium.

The Unit Owner is totally responsible for all maintenance and insurance costs related to the Unit. 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 shown in the Declaration. The ownership of an undivided interest gives the Unit Owner the right to participate in the control and management of all Common Elements, but such ownership carries with it the obligation of each Unit Owner to pay a share of the expenses of operating and maintaining all of the common elements.

Each Unit will be taxed separately for real estate tax purposes.

Unit Owners automatically are members of the Condominium Association. The Association is a non-profit corporation which governs the use and operation of the Common Elements and the community through the Declaration of Condominium, Bylaws and the Rules and Regulations. The Association acts from day to day through its Executive Board, whose members are elected annually by the membership of the Condominium Association.

DESCRIPTION OF THE CONDOMINIUM

The Condominium is located in Harris Township, Centre County, Pennsylvania, east of Boalsburg, consisting of approximately 25.8 acres of land. The Development will have a total of 50 Residential Units. Construction began in November of 2009 and is expected to be completed in 2022. However, such a schedule is merely an estimate and is subject to the pace of sales and leasing activity (which depends on the state of the economy, interest rates, availability of construction and permanent financing, etc.) and construction delays, any of which could alter the schedule.

All of the streets and other Common Elements are now substantially complete and are privately owned and maintained by the Association. In addition to the Common Element water and sewer facilities, public utilities consisting of electric, phone, and cable TV service the development.

Plans and specifications for homes are available for inspection at the Declarant's Office.

While the Declarant does not expect to sell groups or blocks of Units, Declarant retains the right to sell any number of homes to one purchaser, or to retain Units for rental.

The Association has transitioned to unit owner control and all members of the Association's Executive Board are elected members. The Declarant does not provide unbudgeted services to the Association.

MANUFACTURED OR MODULAR HOMES (Single Family Detached Homes)

- (a) Each Unit shall be as shown on the Plats and Plans.
- (b) Manufactured or modular homes shall be installed within designated Unit areas, and the Unit Owners shall purchase their home from vendors pre-approved by Declarant or the Board or may seek approval of another vendor. The entire home, including its exterior, and all decks, patios, porches, sidewalks and driveways shall be included as part of the finished Unit.
- (c) Installation can proceed once the house and site plans have been approved by the Declarant to ensure they meet the guidelines of the community.
- (d) No home shall be erected, altered or placed upon any Unit area and there shall be no landscaping or grading of any Unit area or any removal of trees until the identity of the proposed vendor and a complete set of plans and specifications for the same along with a site plan and a landscape plan shall first have been furnished to Declarant at least thirty (30) days prior to construction and the proposed plans have been approved in writing by Declarant. A Unit Owner further agrees that no change shall be made in the identity of the vendor or in said approved plans and specifications without the written approval of Declarant, first being obtained. Declarant reserves the right to approve or disapprove of any vendor or builder of a dwelling or improvement within the Condominium. Declarant reserves the right to delegate this responsibility to an agent to administer on Declarant's behalf.
- (e) All submissions of plans for residential dwelling units, site plans, and landscape plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Declarant. The second copy shall be marked with any review or approval comments and shall be returned to the Unit Owner.
- (f) After receipt of the identity of the proposed vendor, the plans, specifications and proposals, Declarant shall approve or disapprove the same within thirty (30) days. Declarant may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Declarant shall deem suitable.

All site plans shall show the following:

- (i) existing topography
 - (ii) outline of all proposed structures and finished floor elevations including their locations relative to Buildable Area boundary lines
 - (iii) architectural building plans and building elevations that indicate the proposed color and texture of materials to be used on the exterior of the dwelling
 - (iv) proposed driveways and sidewalks
 - (v) tree or brush clearing lines around structures, drives and walks
 - (iv) proposed drainage control
 - (v) the scale of the plan (1" = 20' or similar) to allow proper review of proposed improvements
 - (vi) finished grade contours and "spot" elevations for all graded areas
 - (vii) erosion control measures that will be constructed to control water runoff until new grass and landscaping is established.
 - (viii) proposed landscape improvements, e.g. retaining walls, decks, planting materials, fences, trash enclosures etc.
 - (ix) access and/or utility easements
- (g) Declarant shall have the right to approve or disapprove any such plans or specifications, the identity of any vendor or builder, all grading, landscaping, and tree removal, and Declarant shall have the right to require whatever screening it may deem suitable. Declarant may, at Declarant's option, appoint a Design Review Board ("DRB"). Declarant may assign and delegate any or all of Declarant's rights and authority to the DRB. Any construction, improvement, or movement of soil is under and subject to the restriction and regulation of the Soil Conservation District. Each Unit Owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each such Unit Owner shall indemnify and save harmless Declarant, its successors and assigns, from any loss, damage or claim that such Unit Owner may have or incur as a result of the Unit Owner's failure to construct and maintain proper erosion and sedimentation controls. Subsequent to approval and construction, a Unit Owner shall not alter or change the exterior of a building nor the landscaping or grading of any Unit area without again complying with the provisions of this paragraph.

- (h) The building and landscaping of any dwelling, garage, and driveway shall be completed within one (1) year from the start of construction, or there shall be assessed against such Unit Owner liquidated damages, payable to Declarant, in the amount of fifty dollars (\$50.00) per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete.
- (i) Minimum finished square footage of living space of each dwelling, excluding basement and garage, must be at least six hundred and forty (640) square feet above grade, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, may be required by special circumstances, and such decision of waiver shall be final. Each home installed within a Unit area shall have a value (combined house and building area) at the time of construction of no less than \$280,000, said amount to be increased annually in accordance with increases of the Consumer Price Index for Urban Consumers (CPI-U), U. S. City Average, as determined by the U. S. Department of Labor subsequent to the date of this Public Offering Statement.
- (j) Neither Declarant, nor its heirs, successors, or assigns, shall be liable in damages to any person or entity submitting any plans or request for approval or to any Unit Owner affected by these provisions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Unit Owner who submits any plans or request to Declarant for approval agrees, by submission thereof, and every Unit Owner agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.
- (k) Each Unit Owner shall be responsible for insuring the total unit including the contents of the home. The Association will not provide any insurance coverage for homes.

5. COMMON ELEMENTS

The Common Elements constitute all of the Condominium other than the Units.

The Executive Board has the right to allocate portions of the Common Elements near or abutting Units for use by the Owner of a particular Unit for purposes deemed appropriate by the Board, such as a garden or other planting areas for shrubbery. Such allocated space is a Limited Common Element. The Executive Board has the power to create reserve parking areas or assign spaces, but in general the driveway that serves a particular Unit is for the exclusive use of that Unit unless there is a common driveway that serves more than one (1) Unit, in which case the area directly in front of the garage that serves a particular Unit shall be for the exclusive use of the Owner. If a driveway services more than one (1) Unit, it is a Shared Limited Common Element.

All Common Elements in the Condominium have been substantially completed. The final "top coat" on the road has been escrowed with the municipality and will be completed when all or most of the homes are sold.

6. THE DECLARANT

The Declarant is Aguer-Nobori Properties. The principal of Declarant is Kirk Aguer. Sales are provided by a licensed real estate broker independent of Declarant.

7. TERMS OF THE OFFERING

Offering prices for all Units in the Condominium are subject to change at any time. Current prices are available through the sales agent. Different purchasers may pay different prices for similar Units at the sole discretion of the Declarant. Executed sales contracts cannot be changed except as set forth in such contracts.

Deposits under the sales contract shall be held by the sales agent in a Federally-insured escrow account, in accordance with Section 3408 of the Act. Any such deposit will be returned to the purchaser if the Agreement of Sale is canceled pursuant to Section 3406 of the Act.

A Purchaser may apply for financing from any Lender or may pay cash at settlement. The Declarant does not offer financing to purchasers.

In order to enable purchasers of Units to obtain financing, the sales contract shall provide that prospective purchasers will be entitled to a period of thirty (30) days from the date the Declarant executes the sales contract (the "Acceptance Date") in order to obtain any mortgage financing desired. Applications for mortgage financing must be made within ten (10) business days of the sales contract acceptance date for mortgage commitment requirements. Such purchasers are required to use their best good faith efforts to obtain a commitment for such loan and promptly to execute all required documents and provide all required information necessary to allow prompt processing of all mortgage applications. If a purchaser should be unable to obtain a mortgage commitment in the principal amount indicated in the contract within thirty (30) days after the acceptance date, such purchaser may cancel the contract upon written notice to the Declarant. Such purchaser will be entitled to a complete return of the deposit money in the event financing has not been obtained at the time the mortgage contingency period expires and if the purchaser so notifies the Declarant in accordance with the terms of the contract.

At settlement, the purchaser shall make a non-refundable initial capital contribution to the Nittany Grove Condominium Community equal to SIX HUNDRED (\$600.00) DOLLARS. This contribution is for general budget purposes and is not in lieu of regular assessments.

8. GOVERNING DOCUMENTS AND CERTAIN CONTRACTS

The basic form of sale contract to be used by the Declarant is included as part of exhibits attached hereto.

The ownership, use and occupancy of the Units of the Condominium are governed by certain regulations, covenants and restrictions contained in the Declaration, Bylaws, and any Rules and Regulations which may be promulgated by the governing Executive Board whose responsibility it is to manage the entire Condominium. These documents, taken together, are

known as the Governing Documents of the Condominium. The ownership, use and occupancy of the Units are governed also by certain Rules and Regulations that may be promulgated by the Executive Board of the Association. It is important that you read each portion of the governing documents prior to your purchase so that no restriction or obligation placed upon you in the documents will come as a surprise after your purchase.

By purchasing a Unit you automatically agree to abide by all the Governing Documents, as they may be amended.

9. EASEMENTS AND ENCUMBRANCES –

In addition to the Declaration and easements described elsewhere herein, the Condominium will be subject to traditional utility easements for water, sewer, electric, cable television and telephone lines. In addition, the Condominium will be subject to certain easements created by the Declaration and by the Pennsylvania Uniform Condominium Act.

The Declarant will cause the lien of any mortgage held on Declarant's land to be released on any Condominium Unit sold at the time of conveyance of the Unit. The Condominium Units will be conveyed free of any mortgage liens other than those placed on the Condominium Unit by the Purchaser.

10. RESTRICTIONS ON TRANSFER OR USE

There are no restrictions on resale of the Condominium Unit. Leasing of Units is subject to certain restrictions. No residential Unit may be leased for less than a one year term, other than Units owned by the Declarant or, after foreclosure or other remedies, owned or occupied by a mortgagee. All leases must be written and must provide that failure to comply with Condominium instruments and governing documents constitutes a default under the lease. Unit Owners shall be permitted to rent their Unit on an occasional weekend basis for special events without a written lease with prior notification to and approval by the Association Board. Such rentals shall be for periods of no longer than 3 nights and no unit shall be rented on this basis for more than 12 weekends per year.

11. CONDOMINIUM UNIT OWNERS' ASSOCIATION

The Condominium shall be governed by a Condominium Association. Each Unit has an equal vote in the Association, and there is no cumulative or class voting permitted. All the normal operations of the Condominium Association will be accomplished under the direction of its Board which shall have three (3) elected members.

The Board elects the officers of the Association. The officers are President, Secretary, Treasurer, and any other officers the Association may deem necessary. The Association shall employ a professional property manager to act on its behalf in the performance of all duties other than policy making duties.

12. FINANCIAL MATTERS AND BUDGETS

Unit Owners will be assessed to meet the budget of the Condominium Association. Assessments shall be made in accordance with the budget, which will be adopted on an annual basis. Assessments will be paid monthly; however, the Board reserves the right to bill on a quarterly basis.

The Declarant will pay Common Expense Assessments on unconstructed Units.

The budget will cover all anticipated Common Expenses for a fiscal year as well as a reserve for unforeseen contingencies, working capital and repair or replacement of Common Elements.

The current balance sheet for the Association is attached. The Association's adopted budget for the current year is attached. The budget is an estimate made by the Association. The Declarant cannot be certain that sufficient funds have been budgeted to cover all Common Expenses. In the event that insufficient funds are budgeted for any given fiscal year, the Board may levy one or more special assessments to make up the deficit.

All assessments against the Unit are the personal liability of the Unit Owner and give rise to a lien on that Unit. Any assessments not received within five (5) days after the due date will be charged a late fee as established by the Executive Board. Any unpaid assessment lien must be paid upon the sale or other conveyance of a Unit. The Association may obtain payment of past-due assessments by foreclosure. If any installments are past due for more than sixty (60) days, the Board may accelerate the payments of assessments and other charges to become due for the next twelve (12) months.

The Association may choose to enter into a contract with Declarant in which the Declarant will make recreation facilities on a Unit owner by declarant available to the Association, for a fee. No such contract is in place as of the date of last revision to this Public Offering Statement.

13. INSURANCE

The Association will obtain master insurance policies to protect the Condominium Association. The Common Elements will be insured by general liability, fire and property damage insurance. The coverage will be on an "all-risk" basis. This coverage will not insure physical improvements within each Unit, the appliances or personal property belonging to a Unit Owner or general liability within a Unit's land or building. Such insurance policies may, at the option of the Condominium Association, contain a "deductible" provision in an amount determined by the Condominium Association but not to exceed the lesser of the maximum sum permitted by the then applicable FNMA or FHLMC regulations (or their successors), TEN THOUSAND (\$10,000) DOLLARS or one (1%) percent of the policy face amount. Unit owners must insure their own Units against fire, property damage, and general liability.

The 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 comprehensive public liability and property damage insurance shall be in such limits as the Condominium Association shall deem desirable provided that such limit shall not be less than ONE MILLION (\$1,000,000.00) DOLLAR per occurrence, for personal injury and/or property damage, insuring the Association, the Board members, the managing agent, if any and their respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property or any part thereof. The policy will cover bodily injury and property damage that results from the operation, maintenance, or use of the Condominium's Common Elements, and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The Board may obtain such other forms of insurance as the Board may choose including Board members' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

The Association may obtain blanket fidelity bonds or insurance to protect against dishonest acts on the part of the Board members, officers, agents, employees, duly-appointed committee members, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such bond or insurance shall be in such amount as the Board deems appropriate, but not less than the greater of (a) the maximum funds that will be in the custody of the Association or its agents at any time, or (b) the sum of three (3) months' Common Expense assessments against all Units, plus the amount of the Association reserve funds. Such bonds or insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or such endorsement or provision as shall accomplish the same result.

The Declarant strongly recommends that each Unit Owner obtain insurance coverage on personal property. Liability insurance not covered by the Condominium Association policy shall be required of Unit Owners with a minimum limit of ONE HUNDRED THOUSAND (\$100,000) DOLLARS.

14. TAXES, UTILITIES AND ASSOCIATION FEES

Real property taxes are levied separately against individual Condominium Units and is the responsibility of the individual Unit Owner.

Each Unit Owner is individually responsible for paying for water, sewer, electric, cable television and telephone. While the Association's assessment shall pay for the maintenance, repair and replacement of all Common Elements, expenses associated with maintenance, repair and replacement of any Limited Common Elements are the responsibility of the Unit Owner.

Condominium fees, in the form of annual assessments, are payable monthly or at other intervals the Board determines. Assessments against delinquent owners may be accelerated and may also include late fees.

Declarant may make a Unit available to the Association for recreational purposes. In that event, there will be a long-term lease between the Association (as tenant) and Declarant (as landlord) for the use of that Unit and any facilities built upon it.

15. ZONING, PERMITS AND GOVERNMENTAL APPROVALS

The Condominium land is zoned Forest Mobile Home Park under the Harris Township Zoning Ordinance. The Condominium property conforms to current zoning without reliance upon any variance or special exception.

The Declarant has no knowledge of any currently outstanding notices of incurred violations of building, housing, health or fire codes or other governmental requirements.

16. UNIT WARRANTIES

Declarant shall have no duty to provide warranties for Units as contained in Section 3411 of the Act beyond those pertaining to Common Elements. The purchaser of a Unit shall have provided the design and construction plans and specifications and shall have contracted separately for the construction of his or her home and shall accordingly look to the parties providing such services for any and all warranties against structural or component defects.

EXCEPT AS SET FORTH ABOVE, THE UNIT, THE COMMON ELEMENTS, AND ALL PERSONAL PROPERTY, IF SOLD BY DECLARANT, 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, OR HABITABILITY.

17. INSPECTIONS OF THE UNIT

Declarant shall provide no inspection with respect to completion of the structure or components of any Unit since these matters are being covered by any contracts for design and construction between such Unit Owners and third parties.

18. ENVIRONMENTAL CONDITIONS.

Declarant has no knowledge about any hazardous or environmental conditions at the property. A purchaser may obtain environmental information from:

Pennsylvania Department of Environmental Protection
North Central Regional Office
208 West Third Street, Suite 101
Williamsport, PA 17701
(570) 327-3636; or

United States Environmental Protection Agency Region 3
1650 Arch St,
Philadelphia, PA 19103
(215) 814-5122

18. PENDING LITIGATION

As of the revision date of this Public Offering Statement, Declarant knows of no judgments against the Association; nor does Declarant know of the Association being a party to any pending litigation. Declarant knows of no litigation, currently pending or threatened which could materially adversely affect the Condominium or the Association.

19. LIENS AND ENCUMBRANCES.

The Condominium is subject to construction and land acquisition mortgages. Such loans will be released at settlement for each Unit. The Condominium is subject to an easement for construction and sales activities and to easements for access and utility services, as set forth in the Declaration.

20. RESTRAINTS ON ALIENATION.

There are no restraints on alienation of any portion of the Condominium. However, a Unit may be leased only in accordance with the Declaration.

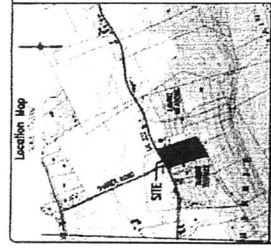
21. GENERAL INFORMATION

(a) To the best of the Declarant's knowledge, there are no unusual circumstances affecting the Condominium or the Units which have not been disclosed in this Public Offering Statement. However, as with any major investment, a purchaser should carefully investigate the area and note the highways, roads, natural features, businesses, neighboring properties, schools, waterways and many other features which may affect an owner's way of life. The Declarant urges every potential buyer to explore the neighborhood for its amenities and for any concerns the purchaser may have, prior to signing a purchase contract.

(b) Any information regarding the Condominium 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 representation not expressly contained herein. This presentation may not be changed or modified orally.

(c) All governmental approvals and permits have been obtained for this condominium community.

EXHIBIT B-3



Condominium Declaration Plat Certification

Author: *[Signature]* Date: 01/22/19

Recorder of Deeds

Professional Land Surveyor Certification

Author: *[Signature]* Date: 01/22/19

PennTerra Engineering Inc.
1000 N. 10th St., Suite 200
Pittsburgh, PA 15222
Tel: 412-261-1000
Fax: 412-261-1001
www.penterra.com



REVISIONS

No.	Description	Date
1	Initial	01/22/19

ATTENTY GROVE CONDOMINIUM COMMUNITY

Project Name: ATTENTY GROVE CONDOMINIUM COMMUNITY

CONDOMINIUM DECLARATION PLAT

AMENDMENT #3

REVISION

PLAT - SIGNATURE AND NOTES

00019

SEPTEMBER 5, 2019

MOORE

PROPOSED LINE TABLE

LINE	SECTION	LENGTH
1	1.00	1.00
2	2.00	2.00
3	3.00	3.00
4	4.00	4.00
5	5.00	5.00
6	6.00	6.00
7	7.00	7.00
8	8.00	8.00
9	9.00	9.00
10	10.00	10.00
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PROPOSED LINE TABLE

LINE	SECTION	LENGTH
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LINE	SECTION	LENGTH	AREA	VOLUME	PERCENT
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80	80.00	80.00	80.00	80.00	80.00
81	81.00	81.00	81.00	81.00	81.00
82	82.00	82.00	82.00	82.00	82.00
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84	84.00	84.00	84.00	84.00	84.00
85	85.00	85.00	85.00	85.00	85.00
86	86.00	86.00	86.00	86.00	86.00
87	87.00	87.00	87.00	87.00	87.00
88	88.00	88.00	88.00	88.00	88.00
89	89.00	89.00	89.00	89.00	89.00
90	90.00	90.00	90.00	90.00	90.00
91	91.00	91.00	91.00	91.00	91.00
92	92.00	92.00	92.00	92.00	92.00
93	93.00	93.00	93.00	93.00	93.00
94	94.00	94.00	94.00	94.00	94.00
95	95.00	95.00	95.00	95.00	95.00
96	96.00	96.00	96.00	96.00	96.00
97	97.00	97.00	97.00	97.00	97.00
98	98.00	98.00	98.00	98.00	98.00
99	99.00	99.00	99.00	99.00	99.00
100	100.00	100.00	100.00	100.00	100.00

EXHIBIT "C-3"

Units and Percentage Interests

Unit #	Address	<u>Percentage</u>
1	127 Timberwood Trail	2.00%
2	135 Timberwood Trail	2.00%
3	2250 Boal Avenue	2.00%
4	145 Timberwood Trail	2.00%
6	149 Timberwood Trail	2.00%
7	161 Timberwood Trail	2.00%
8	167 Timberwood Trail	2.00%
9	171 Timberwood Trail	2.00%
10	179 Timberwood Trail	2.00%
11	185 Timberwood Trail	2.00%
12	197 Timberwood Trail	2.00%
13	201 Timberwood Trail	2.00%
14	200 Timberwood Trail	2.00%
15	192 Timberwood Trail	2.00%
16	188 Timberwood Trail	2.00%
17	180 Timberwood Trail	2.00%
18	176 Timberwood Trail	2.00%
19	162 Timberwood Trail	2.00%
20	158 Timberwood Trail	2.00%
21	152 Timberwood Trail	2.00%
22	140 Timberwood Trail	2.00%
27	204 Timberwood Trail	2.00%
28	210 Timberwood Trail	2.00%
29	246 Timberwood Trail	2.00%
30	254 Timberwood Trail	2.00%
31	260 Timberwood Trail	2.00%
32	268 Timberwood Trail	2.00%
33	274 Timberwood Trail	2.00%
34	284 Timberwood Trail	2.00%
35	290 Timberwood Trail	2.00%
36	298 Timberwood Trail	2.00%
37	306 Timberwood Trail	2.00%
38	320 Timberwood Trail	2.00%
39	313 Timberwood Trail	2.00%
40	307 Timberwood Trail	2.00%
41	299 Timberwood Trail	2.00%

42	291 Timberwood Trail	2.00%
43	285 Timberwood Trail	2.00%
44	271 Timberwood Trail	2.00%
45	263 Timberwood Trail	2.00%
46	257 Timberwood Trail	2.00%
47	251 Timberwood Trail	2.00%
48	245 Timberwood Trail	2.00%
49	241 Timberwood Trail	2.00%
50	237 Timberwood Trail	2.00%
51	229 Timberwood Trail	2.00%
52	221 Timberwood Trail	2.00%
53	213 Timberwood Trail	2.00%
54	203 Timberwood Trail	2.00%
55	277 Timberwood Trail	2.00%

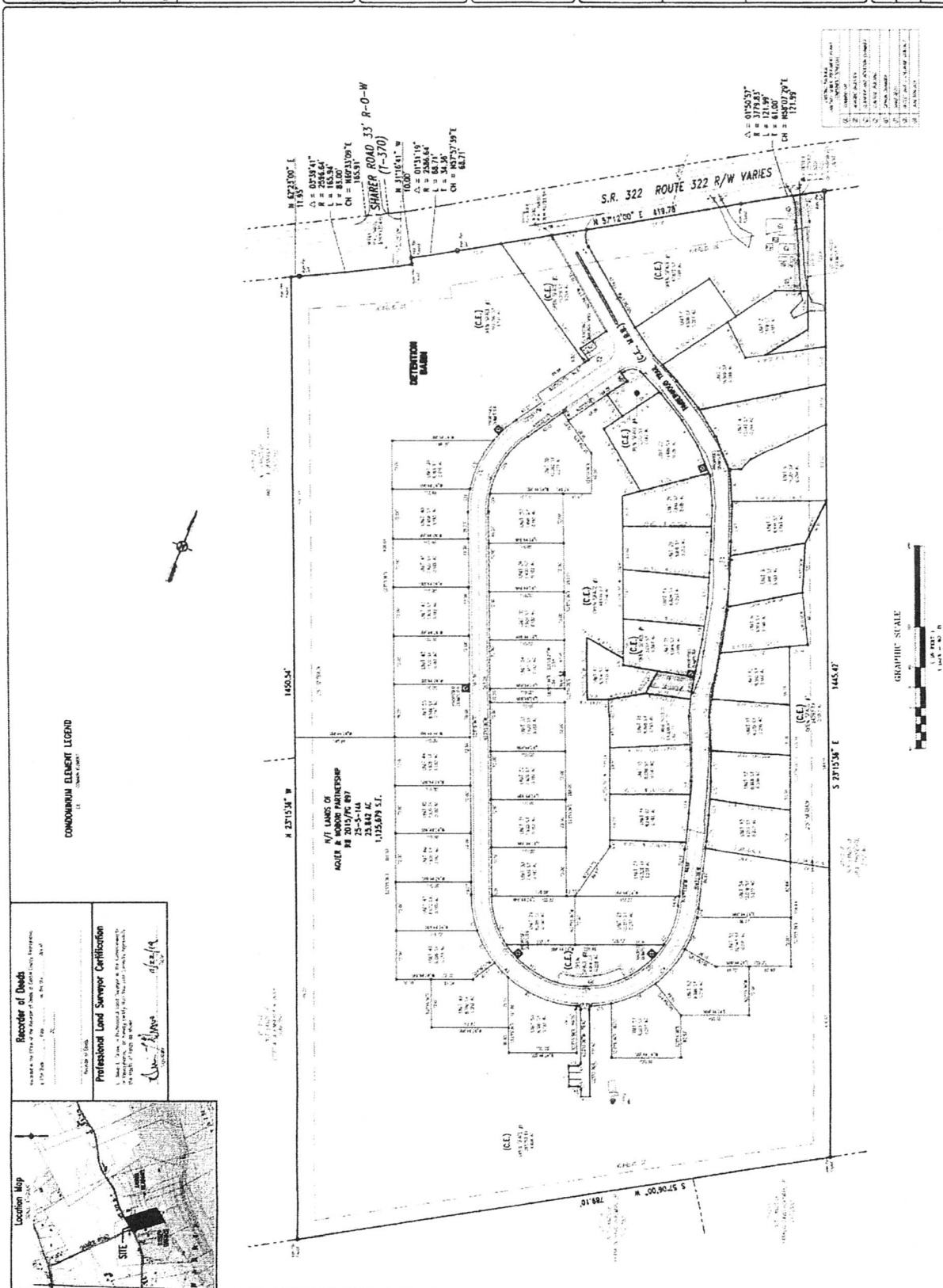
[illegible]

EXHIBIT "B-3"

Amended Plats and Plans

The Amended Plats and Plans are recorded as Exhibit B-3 to this Third
Amendment to Declaration