## PUBLIC OFFERING STATEMENT FOR

## THE MASCOT COVE I CONDOMINIUM, a Pennsylvania Sub-Planned Flexible Condominium.

The following statements are made in compliance with the Pennsylvania Uniform Condominium Act (68 Pa. C.S.A. § 3101 et seq.), specifically Section 3402:

- UNDER PENNSYLVANIA LAW, A PURCHASER OF A UNIT IN A A. CONDOMINIUM IS AFFORDED A FIFTEEN (15) DAY PERIOD FROM RECEIPT OF A PUBLIC OFFERING STATEMENT, OR ANY AMENDMENT THERETO THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER. DURING WHICH THE PURCHASER MAY CANCEL AN EXECUTED SALE AGREEMENT WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE AGREEMENT. IF THE PURCHASER ELECTS TO CANCEL, THE PURCHASER 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. THIS CANCELLATION IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE CANCELLATION WILL BE PROMPTLY REFUNDED BY THE DECLARANT.
- B. 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 AS PROVIDED IN SECTION 3406 OF THE ACT, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALE PRICE OF THE UNIT UP TO A MAXIMUM OF TWO THOUSAND DOLLARS (\$2,000.00), OR ACTUAL DAMAGES, WHICHEVER IS GREATER; PROVIDED, HOWEVER, THAT A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT THAT IS NOT WILLFUL SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.
- C. IF A PURCHASER RECEIVES A PUBLIC OFFERING STATEMENT MORE THAN FIFTEEN (15) DAYS BEFORE SIGNING A SALE AGREEMENT, THE PURCHASER CANNOT CANCEL THE SALE AGREEMENT PURSUANT TO THE FOREGOING PROVISIONS, EXCEPT THAT A PURCHASER SHALL HAVE THE RIGHT TO CANCEL BEFORE CONVEYANCE WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF ANY AMENDMENT THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

This Public Offering Statement for The Mascot Ridge I Condominium (hereinafter the "Public Offering Statement") dated as of October 28, 2008 (hereinafter the "Effective Date") is given by Pinnacle Development, LLC (hereinafter the "Declarant") in compliance with Section 3402 of the Pennsylvania Uniform Condominium Act (68 Pa. Cons. Stat. Section 3101 et seq., hereinafter the "Act"). Capitalized terms in this Public Offering Statement, but not specifically defined herein, are intended to have the same meanings as are given to them in the Act, the Declaration and/or the By-Laws. For purposes of this Public Offering Statement, the Declarant states as follows:

- 1. The name of the Condominium is The Mascot Cove I Condominium. The Condominium is located in Patton Township, Centre County, Pennsylvania. The principal address of the Declarant is 2121 Old Gatesburg Road, Suite 200, State College, PA 16803.
- 2. The Mascot Cove I Condominium is a Sub-Planned Condominium Development under the Master Planned Development known as The Village at Penn State (hereinafter Master Planned Development). Details of the relationship between the Sub-Planned Condominium Development and the Master Planned Development are detailed as follows and as per the Declarations, Plats and Plans, and By-Laws of the Master Planned Development known as The Village at Penn State and the Sub-Planned Condominium Development known as The Mascot Cove I Condominium (hereinafter the "Condominium"). As with any of the referenced documents, if you have any questions regarding the documents or the relationship between developments, please feel free to contact the provider of this Public Offering Statement with questions or concerns.
- 3. The Condominium shall consist of a maximum of seventy-two (72) residential Units (hereinafter the "Units") on a maximum of 6.135 acres, more or less, on which the Declarant will construct three-story garden apartment buildings with accompanying improvements. All Units are intended to be constructed in three (3) Phases. The Condominium shall consist of a maximum of six (6) buildings with twelve (12) Units per building.
- 4. Phase I shall consist of two (2) buildings, with twelve (12) Units in each building, on 1.711 acres of land.
- 5. Phase II shall consist of two (2) buildings, with twelve (12) Units in each building, on 1.953 acres of land. Phase II was converted into this Condominium pursuant to the 1<sup>st</sup> Amendment recorded \_\_\_\_\_\_ in Record Book \_\_\_\_\_ at Page \_\_\_\_\_, attached hereto as Exhibit H.
- 6. Phase III, if acquired and converted by the Declarant, may consist of two (2) buildings, with twelve (12) Units in each building, on 2.471 acres of land.
- 7. Also included under the Master Planned Development is a Sub-Planned

Development known as The Single-Family Homes at The Village at Penn State consisting of seventy-nine (79) Units, each consisting of lots upon which the Declarant will construct a single-family home with accompanying improvements.

Additionally included under the Master Planned Development is a Sub-Planned Condominium Development known as The Homecoming Ridge Condominium, consisting of thirty-two (32) Units in four (4) two-story buildings, as well as the Sub-Planned Condominium Development known as Tradition Cove, which consists of thirteen (13) single family detached Condominium Units. Also under the Master Planned Development is a Sub-Planned Condominium Development known as The Varsity Hollow Condominium, which consists of a total of forty (40) Units, The Homecoming Ridge II Condominium which consists of thirty-eight (38) Units in five (5) buildings, The Ivy Ridge Condominium which currently consists of a total of thirty (30) Units, and The Collegiate Station Condominium which currently consists of a total of twenty (20) Units.

- 8. A homeowners association for the Condominium has been created and is called The Mascot Cove I Condominium Association, Inc. and will manage the Common and Limited Common Elements and Expenses, as well as conduct those activities designated to it in the Declaration, the By-Laws, and the Rules and Regulations.
- 9. Also, a homeowners association for the Master Planned Development has been created and is called The Village at Penn State Master Association, Inc. and will manage the Common and Limited Common Elements and Expenses for all General Common Units within the entire Master Planned Development, as well as conduct those activities designated to it in the Master Planned Declaration, the Master Planned By-Laws, and the Rules and Regulations.
- 10. The Common Elements of the Master Planned Development provided to the Condominium will consist of storm water basins with accompanying storm water drainage facilities, parklands within the development, entrance sign area and median strip, and a community center (hereinafter the Master Association Common Elements).
- 11. The Common Elements for The Mascot Cove I Condominium will consist of all open spaces, common vestibule, stairway, porch areas, sidewalks, the exterior of the buildings (including the roof, siding and lighting, but specifically excluding any doors or windows), the access road known off of Alma Mater Court, dumpster with screening, elevator, basement and mechanical room.
- 12. In addition, Limited Common Elements shall be provided in the Condominium and shall consist of balconies, doors and windows as attached to each Unit as defined on the Condominium Declaration Plat, as well as water lines, sewer lines and interior plumbing serving the Unit not located within the title lines or boundaries of the Unit, balconies, exterior doors and windows.

- 13. A private access drive to Alma Mater Drive will be constructed and maintained as a Common Element of the Sub-Planned Condominium Development.
- 14. The Units, and other on-lot improvements, will be constructed before the Unit is conveyed by the Declarant to a Unit purchaser. Construction of the streets and the Common Elements within the Master Planned Development were started in August of 2002. All of the Common Elements of the Condominium will be substantially completed within seven (7) years after the first Unit of the Condominium is conveyed. The Declarant contemplates that all of the Units in the Condominium will be sold over the course of up to seven (7) years. All of the foregoing times are estimates based on the current intentions of the Declarant and are subject to weather conditions, performance of contractors, the availability of materials, market conditions, and other factors.
- 15. No Units in excess of the seventy-two (72) planned by the Declarant may be included in the Condominium and the Declarant does not intend to rent or market any of the blocks to investors.
- 16. Attached as Exhibits to this Public Offering Statement are copies of the Condominium Declaration (Exhibit A), the By-Laws of The Mascot Cove I Condominium Association, Inc., (Exhibit B) and the proposed form of Agreement of Sale pursuant to which Units will be sold to purchasers (Exhibit C). There are no contracts or leases or other agreements of a material nature to the Condominium that will or may be subject to cancellation by the Association under Section 3305 of the Act, aside from an anticipated Managing Agent contract.
- 17. The Condominium Declaration, attached as Exhibit A, includes information required under the Act concerning the Condominium. The Declaration shall be recorded by the Declarant in the Office of the Recorder of Deeds in and for Centre County before the conveyance by the Declarant of the first Unit in the Condominium. The significant features of the Condominium Declaration are as follows:
  - A. a description of the Condominium, its Units, and its Common and Limited Common Elements as well as the Declaration Plat as an Exhibit attachment to the Condominium Declaration, which shall depict the Condominium, the Units, and the Common and Limited Common Elements.
  - B. the votes in The Village at Penn State Master Association (the Master Association) and The Mascot Cove I Condominium Association, Inc.(the Condominium Association) and the Percentage Interest share of the Common Expenses of the Master Planned Development and the Sub-Condominium Development allocated to each Unit. Votes in The Mascot Cove I Condominium Association are allocated one vote per Unit. No cumulative voting (that is, giving a Unit Owner the same number of votes as the positions open in an election with the right to cast all of the votes for a

- single candidate), or class voting (that is, votes allocated by classes or types of Units) is permitted.
- C. restrictions imposed by the Declarant against the Units and easements benefiting the Units are described in the Declarations.
- D. a description of rights reserved by the Declarant.
- 18. The By-Laws, attached as Exhibit B, explain the manner in which The Mascot Cove I Condominium Association, Inc. functions and contains provisions governing the organization and operation of the Association, and includes sections dealing with meetings of Unit Owners, the qualifications for members of the Association Executive Board (the governing body of the Condominium Association) and officers of the Condominium Association, elections and removal of Executive Board members and Condominium Association officers, powers of the Executive Board, and officers meetings of the Executive Board.
- 19. The Agreement of Sale, attached as Exhibit C, contains provisions dealing with the procedures to be followed by the Declarant and a Unit purchaser in connection with the sale and purchase of a Unit. The Agreement of Sale provides and identifies, among other things, the amount of the purchase price for a Unit, the manner in which the purchase price for a Unit it to be paid, any financing contingency, other conditions to be satisfied by the Declarant and the purchaser before settlement can be completed, by the date, time, and place of settlement, the procedure for the completion of settlement, any custom selections made by the purchaser, the procedure for pre-settlement inspection, warranties provided to a purchaser with respect to the Unit purchased, and rights and remedies available upon a default by the purchaser or Declarant.
- 20. Attached to this Public Offering Statement as Exhibit D is a current balance sheet and projected budget of the Master Association and the Condominium Association containing information required by the Act.
- 21. Attached to this Public Offering Statement as Exhibit E is a warranty provided by the Declarant against any structural defects that appear within the first two years in the Units, the Limited Common Elements or the Common Elements.
- 22. Attached to this Public Offering Statement as Exhibit F is The Village at Penn State Master Declaration of Planned Community, and any amendments thereto, which also controls The Mascot Cove I Condominium and contains binding use restrictions, listing of Common and Limited Common Elements as well as provisions for the apportionment of Common and Limited Common Expenses in the Master Planned Community.
- 23. Attached to this Public Offering Statement as Exhibit G are the By-Laws for the Master Association, which details the manner in which the Master Association shall

function and operate, as well as the provisions for the organization and election of Executive Board members, the voting procedures and calling of meetings for the Master Association.

- 24. Attached to this Public Offering Statement as Exhibit H is the 1<sup>st</sup> Amendment to the Condominium converting Phase II, consisting of twenty-four (24) Units, into the Condominium.
- 25. The Declarant may now or in the future, provide services which are not currently included in the Budget for the Master Association and for the Condominium Association, but which may become a Common Expense of the Associations in the future. Except for equipment owned by the Declarant and used for landscaping and maintenance, there is no other personal property provided by the Declarant that will be required by the Condominium Association for the use or enjoyment of the Common Elements. The Declarant shall notify all Unit Owners, regarding such additional Common Expenses, via written correspondence from the Declarant to the Unit Owners or in the form of regular Condominium Association or Master Association business held at annual or special meetings of the Associations, at which time such business regarding the additional Common Expenses shall be documented as part of the meeting minutes.
- 26. There shall be an Initial Capitalization Fee due from the purchaser at settlement to the Association, which fee shall be shown on the current budget given as part of Exhibit D herein.
- 27. Currently, the Master Planned Development and Condominium are subject to a mortgage lien in favor of M&T Bank in connection with the acquisition by the Declarant of the Real Estate in the Master Planned Development and the Condominium and for construction of the Common Elements, the streets, the Units and accompanying improvements in the Master Planned Development and the Condominium. The Declarant will obtain a release of the lien of such mortgage as to any Unit before the Unit is conveyed to a purchaser.
- 28. The Declarant is providing no financing to Unit purchasers.
- 29. The Declarant will provide the following warranties in connection with the Master Planned Development and the Condominium:
  - A. Pursuant to Section 5411 (b) of the Uniform Planned Community Act and Section 3411 (b) of the Uniform Condominium Act, the Declarant warrants to each of Declarant's bona fide purchasers that the Declarant will correct:
    - I. Any structural defects appearing in the purchaser's Unit(s) within two (2) years from the date the Unit is conveyed to the purchaser; and

- II. Any structural defects appearing in the Common Elements within the two (2) year period commencing upon the later of the time at which the work on, or improvement to, the Common Element in question was completed or the time at which the first Unit in the Master Planned Development and/or the Condominium is conveyed to a bona fide purchaser. The term structural defect is defined in the Act as those defects in components constituting any Unit or Common Element which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement.
- B. Declarant is not responsible for any items of maintenance relating to Units, Limited Common or Common Elements. With the sole exception of the warranties described in this paragraph, the Declarant is selling the Units, and any personal property in the Unit, "as-is" and "where-is".
- C. The procedure for making warranty claims and the limitations with respect to such claims are also set forth in the Agreement of Sale. No claim arising out of any of the warranties set forth in the Agreement of Sale may be brought unless, prior to the expiration of the appropriate warranty period, the purchaser or the appropriate Association have delivered notice to the Declarant of alleged breaches of these warranties.
- D. The Declarant will provide to each purchaser at settlement copies of any warranty on any item of equipment or appliance that has been purchased new from the Declarant if such warranty has been provided to the Declarant by manufacturer thereof.
- 30. As of the effective date of this Public Offering Statement there are no judgments against either the Master Association or the Condominium Association, nor are the aforementioned Associations a party to any pending litigation. The Declarant has no actual knowledge of any current pending litigation material to the Master Planned Development or the Condominium.
- 31. Any deposit made in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of Section 3408 of the Act and will be returned to the purchaser if the purchaser cancels his contract within the fifteen (15) day time period provided by the terms of Section 3406 of the Act (as explained more fully on the first page of this Public Offering Statement).
- 32. The Master Association and the Condominium Association will maintain a liability insurance policy on behalf of the Master and Condominium Associations, as well as the Unit Owners to insure against liability arising out of the ownership or use of the

Common Elements, complying with the applicable requirements of the Act. This policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Unit or from Unit Owners own negligence. The Condominium Association will maintain Property Insurance on behalf of the Association and all Unit Owners covering the project facilities and the Units, but excluding the interior of the Units and personal property within the Units. A Unit Owner is able to maintain their own insurance policy protecting the exterior of the Unit pursuant to Article 18 of the Condominium Declaration, attached hereto as Exhibit "A". The Unit Owner will be responsible for obtaining their own insurance for the interior of the Units and its contents.

- 33. There are no restrictions on the resale or lease of a Unit by its Owner and no right of first refusal with respect thereto, except as provided for in Article 12 of the Declaration.
- 34. The Master Planned Development and the Condominium are subject to:
  - A. The instruments, easements and restrictions described in Article 1, Section 1.2, Article 7, Article 9 and Article 10 of the Condominium Declaration, or amendments thereto, and Article 1, Section 1.2, Article V and Article VIII of the Master Planned Development Declaration, or amendments thereto, appended hereto as Exhibit A, including, without limitation, the Development Agreement between the Declarant, S & A Homes, Inc. and Patton Township and the final approved plans for the Master Planned Development and the Condominium prepared by Penn Terra Engineering; and
  - B. Statutory easements granted by the Act. These include:
    - i. The easement provided by Section 3216 and Section 5216 of the Act, which provides that the Unit or Common Element is subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it;
    - ii. The provisions of Section 3217 and Section 5217 of the Act, which provide that Declarant may maintain sales offices, management offices and models in portions of the Planned Development and the Condominium; and
    - iii. An easement (provided for in Section 3218 and Section 5218, or amendments thereto, of the Act) permitting the Declarant to use the Common Elements as may be reasonably necessary in order to facilitate the completion of the Master Planned Development and the Condominium or the exercise of any Special Declarant Rights.
- 35. The following governmental approvals and permits have been obtained or will be obtained and are required for the use and occupancy of the Master Planned

Development and the Condominium;

Approvals and Building Permits from Patton Township, which are to be or have been obtained prior to construction, are listed as follows:

Master Plan for The Village at Penn State, Phase Two approved May 7, 2002 by Patton Township and recorded May 30, 2002 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 65 at Page 160.

Final Subdivision Plan of Section 1A of The Village at Penn State (SFH-Tradition Point 1A) approved by Patton Township and recorded Nov. 22, 2002 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 67 at Page 35.

Final Subdivision Plan of Section 1B of The Village at Penn State (SFH-Tradition Point 1B) approved Jan. 28, 2004 by Patton Township and recorded Feb. 5, 2004 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 70 at Page 132.

Final Subdivision Plan of Section 1C of The Village at Penn State (SFH-Tradition Point 1C) dated January 27, 2004 and recorded October 13, 2004 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 72 at Page 38.

Preliminary and Final Subdivision Plan for the Community Center/ Lot Consolidation Plan dated June 30, 2004 and recorded October 14, 2004 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 72 at Page 23.

Record Plan for Tradition Point, Section 1B/ Community Center Land Development Plan dated June 8, 2004, recorded October 18, 2004 in Plat Book 72 at Page 49.

Zoning and Building Permits for Phase 2, Sections 1A, 1B and 1C for the Single-Family Homes at the Village at Penn State, are to be obtained prior to development of the Units.

Preliminary and Final Subdivision Plan of Section Three of The Village at Penn State (Homecoming Ridge Condominium) approved Nov. 5, 2003 by Patton Township and recorded November 25, 2003 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 70 at Page 43.

Zoning and Building Permits for The Homecoming Ridge I Condominium were issued on July 21, 2003.

Preliminary and Final Land Development Plan of Section Two of The Village at Penn State (The Tradition Cove Condominium) dated May 20, 2004 and recorded October 13, 2004 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 72 at Page 42.

Preliminary and Final Land Development Plan of Section Two of The Village at Penn State (The Tradition Cove Condominium, Phase II) dated September 28, 2004 and recorded March 2, 2005 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 73 at Page 18.

Zoning and Building Permits for The Tradition Cove Condominium have been or will be obtained prior to construction of the Units.

Minor Replot and Revision Plan for Lots 169-171 in Section 1C of Tradition Point, dated January 4, 2005 and recorded March 2, 2005 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 73 at Page 17.

Preliminary and Final Subdivision Plan and Replot and Final Subdivision Plan for Phase Two, Section Three of The Village at Penn State (The Homecoming Ridge II Condominium) recorded November 18, 2005 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 75 at Page 92.

Land Development Plan of Section Three of The Village at Penn State (The Homecoming Ridge I Condominium) recorded November 18, 2005 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 75 at Page 93.

Zoning and Building Permits for The Mascot Cove I Condominium have been or will be obtained prior to construction of the Units.

Preliminary and Final Subdivision Plan of Section Five of The Village at Penn State (Varsity Hollow) recorded April 11, 2005 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 73 at Page 67.

Final Subdivision Plan of Phase Two, Section Four of The Village at Penn State (Mascot Cove I) recorded October 24, 2007 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 79 at Page 198.

Preliminary and Final Land Development Plan of Phase Two, Section Four of The Village at Penn State (Mascot Cove I) recorded October 24, 2007 in the Office of the Recorder of Deeds in and for Centre County in Plat Book 79 at Page 199, as revised by Plan recorded May 6, 2008 in Plat Book 80 at Page 147.

Preliminary/ Final Land Development Plan for Phase 7 for The Village at Penn State (Collegiate Station/Ivy Ridge) prepared by PennTerra Engineering, Inc. dated March 4, 2008 and recorded July 25, 2008 in Plat Book 81 at Page 49.

Preliminary/ Final Land Development Plan for Phase 8 for The Village at Penn State (Ivy Ridge) prepared by PennTerra Engineering, Inc. dated March 4, 2008 and recorded July 25, 2008 in Plat Book 81 at Page 50.

Master Plan Amendment for The Village at Penn State prepared by PennTerra Engineering, Inc. dated October 1, 2007 and recorded July 9, 2008 in Plat Book 81 at Page 37.

Zoning and Building Permits for The Mascot Cove I Condominium are to be obtained prior to development of the Units.

All permits and approvals required for the use and occupancy of the Units in the Condominium will be obtained by, and at the expense of, Declarant prior to conveyance of a Unit.

- 36. The Declarant has no knowledge of any outstanding and uncured notices of violation of governmental requirements.
- 37. Section 3402(a)(26) of the Act requires the Declarant to provide you with the addresses and telephone numbers set forth below of the Pennsylvania Department of Environmental Resources and the United States Environmental Protection Agency where you may obtain information about the environmental conditions of the Property.

Pennsylvania Department of Environmental Resources North Central Regional Office 208 West Third Street, Suite 101 Williamsport, PA 17701-6448 (570) 327-3636

United States Environmental Protection Agency Region III 1650 Arch Street (3PM52), Philadelphia PA 19103 (215) 814-2900, (215) 814-5000 or 1-800-438-2474 The Declarant did not cause an investigation to be performed to confirm the absence of hazardous conditions. The Declarant has no knowledge of any hazardous condition, whether contamination or otherwise, which presently exist at the Master Planned Development or the Condominium.

- 38. Water is to be provided to each Unit by State College Borough Water Authority, sewer service by University Area Joint Authority, natural gas by Columbia Gas of Pennsylvania, electricity by Allegheny Power Company, telephone by Verizon Communications, cable by Comcast, storm sewers by the Patton Township Municipal Office, and trash service by Veolia Environmental Systems.
- 39. There are no additional fees or charges presently expected for the use of the Common Elements or the Common Facilities within the Master Planned Development or the Condominium. As a member of The Mascot Cove I Condominium Association and the Master Association, you will receive as part of your Assessment, charges for costs attributable to maintenance of the Common and Limited Common Elements, which include the recreation improvements and repairs and maintenance to open space, private roads, and storm water management systems, in addition to any other items as are noted on the budgets, attached hereto as Exhibit D.
- 40. This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or as otherwise required by the Act. The Declarant will mail copies of all such amendments to any persons who are parties to valid and binding Sale Agreements respecting any Unit or Units.
- 41. ANY INFORMATION OF DATE REGARDING THE MASTER PLANNED DEVELOPMENT AND THE CONDOMINIUM NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN. THIS PUBLIC OFFERING STATEMENT MAY NOT BE CHANGED OR MODIFIED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY THE DECLARANT.
- 42. List of Exhibits to Public Offering Statement:

Exhibit "A" - The Mascot Cove I Condominium Declaration

Exhibit "B" - The Mascot Cove I Condominium Association By-Laws

Exhibit "C" - Agreement of Sale Form

Exhibit "D" - Balance Sheet and Budget of the Master Association and The Mascot Cove I Condominium Association

Exhibit "E" - Warranty

Exhibit "F" - The Village at Penn State Master Declaration (with amendments)

Exhibit "G" - The Village at Penn State Master Association Bylaws

Exhibit "H" - 1st Amendment and Conversion of Phase II

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