

**KAYWOOD NORTH ESTATES
A PLANNED COMMUNITY**

PUBLIC OFFERING STATEMENT

IMPORTANT NOTICE PURSUANT TO 68 Pa.C.S. §§5402(a)(13) and 5406(c) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S. §5101, ET SEQ. (THE "ACT"). NOTICE IS HEREBY GIVEN:

A. UNDER PENNSYLVANIA LAW, A PURCHASER OF A UNIT IN A PLANNED COMMUNITY IS PROVIDED A FIFTEEN (15) DAY PERIOD AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT, OR AN AMENDMENT TO A PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS AND OBLIGATIONS OF THE PURCHASER, BUT BEFORE CONVEYANCE OF THE UNIT, DURING WHICH THE PURCHASER MAY CANCEL WITHOUT PENALTY ANY CONTRACT OF SALE PREVIOUSLY SIGNED AND OBTAIN A FULL REFUND OF ANY SUMS ESCROWED IN ACCORDANCE WITH SECTION 5408 OF THE ACT IN CONNECTION WITH THE CONTRACT. IF THE PURCHASER ELECTS TO CANCEL, THE PURCHASER MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND DELIVERY (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY POSTAGE PREPAID UNITED STATES MAIL, RETURN RECEIPT REQUESTED, TO THE DECLARANT AT THE FOLLOWING ADDRESS:

717 Linnet Lane, State College, PA 16803

B. IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT, OR ANY MATERIAL AMENDMENTS THERETO, TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO 5% OF THE SALE PRICE OF THE UNIT UP TO A MAXIMUM OF \$2,000.00, 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.

C. IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN FIFTEEN (15) DAYS BEFORE SIGNING A CONTRACT OF SALE, THE PURCHASER CANNOT CANCEL THE CONTRACT, EXCEPT THAT IN ACCORDANCE WITH PARAGRAPH (A) ABOVE, THE PURCHASER 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 AFFECT ON THE RIGHTS AND OBLIGATIONS OF THAT PURCHASER.

**KAYWOOD NORTH ESTATES, A PLANNED COMMUNITY
PUBLIC OFFERING STATEMENT**

1. INTRODUCTION

NAME OF PLANNED COMMUNITY: **KAYWOOD NORTH ESTATES**

LOCATION OF COMMUNITY: **34.073 acres located in Harris Township and as shown on the subdivision plan (Phase 1) titled "Kaywood North Estate Lots – Final Subdivision Phase 1" dated April 26, 2022 and revised May 26, 2022, by PennTerra Engineering, Inc., State College, Pennsylvania, and recorded on September 20, 2022 in Centre County Plat Book 98, Page 14 (hereafter referred to as the “Kaywood North Estate Lots Phase 1 Subdivision Plan”).**

NAME OF DECLARANT: **KAYWOOD NORTH ESTATES, LLC**

ADDRESS OF DECLARANT: **717 Linnet Lane, State College, PA 16803**

NAME OF HOMEOWNERS ASSOCIATION: Kaywood North Estates Homeowners Association, Inc., a Pennsylvania nonprofit corporation (the “Association”)

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: **December 15, 2022**

KAYWOOD NORTH ESTATES, LLC ("Declarant") is the owner and developer of an approximate 34.073 acre tract of land located in Harris Township, Centre County, Pennsylvania (the “Property”). The Declarant proposes the planned development of a total of fourteen (14) residential building lots located within the Property. During phase 1 of development, Declarant initially proposes to offer for sale a total of five (5) lots, said lots being identified on the Declarant’s Kaywood North Estate Lots Phase 1 Subdivision Plan as lots 1, 2, 3, 4 and 14. During phase 2 of development, the remaining nine (9) lots will be offered for sale (all lots are hereafter referred to as “Units”).

A planned community is real estate with respect to which a person, by virtue of ownership of an interest in a portion of the real estate (his or her Unit or lot) is or may be obligated to pay any amount for taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate (referred to as the Common Facilities) other than the portion or interest owned solely by the person. Thus, a person's fee simple ownership in his or her own Unit (or lot) carries with it the obligation to pay a defined share of the

expenses in operating and maintaining the Common Facilities and Controlled Facilities.

This Public Offering Statement consists of two (2) parts, a narrative portion and an Exhibit portion. The narrative portion of the Public Offering Statement is intended to summarize the significant features of the Exhibits and also to present other information of importance to the prospective purchaser. The Exhibits include legal documents that are required for the creation and operation of the planned community, including, the current budget for the planned community. In the event of any inconsistency between the Exhibits and the narrative, the provisions in the Exhibits will govern.

2. DESCRIPTION OF KAYWOOD NORTH ESTATES

A. Units. KAYWOOD NORTH ESTATES is a residential development consisting of a proposed total number of fourteen (14) single-family detached building lots. Each lot is considered a Unit under the Uniform Planned Community Act. There are two (2) phases of development for the Planned Community and Declarant is under obligation to construct the second phase.

The location of the Units for the development of Phase 1 are as shown on the Kaywood North Estate Lots Phase 1 Subdivision Plan, and the location of the Units for development of Phase 2 will be shown on the Kaywood North Estate Lots Phase 2 Subdivision Plan.

B. Common Facilities. Common Facilities are portions of the Property which are not included within the boundaries of the Units and owned by the Association, and which may be dedicated to the municipality or to utilities.

1. Description of the Common Facilities. As of the effective date of this public offering statement, no portion of the Property has been designated for Common Facilities. However, the Developer reserves the right to subsequently designate areas of the Property as Common Facilities.

2. Conveyance of the Common Facilities. The Common Facilities (if any) will be conveyed to the Association either upon completion or turnover of control of the Association by Declarant. Until the time of conveyance, the common facilities will be owned by the Declarant. Conveyance will be by special warranty deed to the Association for consideration of One Dollar (\$1.00). After conveyance of the Common Facilities to the Association, the costs to maintain, improve, repair, replace, and insure the Common Facilities

will be borne by the individual Unit Owners through regular, and, if need be, special assessments.

C. Controlled Facilities.

Controlled Facilities are portions of the Planned Community not owned by the Association, but are, nevertheless, maintained, improved, repaired, replaced, insured or controlled by the Association. As of the effective date of this Public Offering Statement, the controlled facilities consist of the following:

(1) stormwater management facilities and controls located within an easement on neighboring land owned by a third party, said easement area being adjacent to the Property and located on the north side of Linden Hall Road, to which the Association has the right to use the easement area for purposes of discharging stormwater, and the obligation to maintain said easement area, and

(2) stormwater management facilities and controls within easements located on Unit 14 and located on Unit 1 as shown on the Kaywood North Estate Lots Phase 1 Subdivision Plan.

The Association is obligated to maintain, improve, repair, replace, regulate, manage, insure and control the Controlled Facilities pursuant to the recorded easements and the Kaywood North Estate Lots Phase 1 Subdivision Plan and Phase 2 Subdivision Plan.

Prior to the conveyance of any Unit within which a Controlled Facility is located, or proposed to be located, Declarant will reserve an easement in favor of the Association to access, use, maintain, improve, repair and replace the stormwater management facilities and controls. After conveyance of the Units, the costs to maintain, improve, repair, replace, and insure the Controlled Facilities shown on the Kaywood North Estate Lots Phase 1 Subdivision Plan and Phase 2 Subdivision Plan will be borne by the Association.

3. DECLARANT

The Declarant is KAYWOOD NORTH ESTATES, LLC, having an address at 717 Linnet Lane, State College, PA 16803.

4. FINANCING FOR PURCHASE OF UNITS

The Declarant does not intend to offer financing for purchasers of Units.

5. GOVERNING DOCUMENTS AND CERTAIN CONTRACTS

The use and occupancy of the Units in the Planned Community and the ownership, care and maintenance of the Common and Controlled Facilities are governed by certain regulations, covenants, and restrictions contained in the Planned Community Declaration for Kaywood North Estates attached hereto as **Exhibit "A"** and the Bylaws of the Association attached hereto as **Exhibit "B"**. The Association is also governed by the Association's Articles of Incorporation which are filed with the Department of State for the Commonwealth of Pennsylvania and are attached hereto as **Exhibit "C"**. These documents, taken together, are hereafter known as the "Governing Documents of the Planned Community."

It is important that you read and attempt to understand each portion of the Governing Documents prior to your purchase. By purchasing a Unit, you automatically agree to abide by all the Governing Documents.

The following is a brief summary of the significant portions of the Governing Documents and other relevant documents.

A. Declaration.

The Declaration provides for the creation of a Planned Community development known as KAYWOOD NORTH ESTATES. This document outlines the various rights, covenants, and restrictions for the use of the Units, the use and maintenance of the Common Facilities and the Controlled Facilities of the Planned Community, and the rights of the Association to operate the affairs of the Planned Community which includes right to levy regular and special assessments.

Article I of the Declaration states that the Planned Community is subject to the Pennsylvania Uniform Planned Community Act and deals with various recorded easements, licenses, and restrictions on the Property. *Section 1.2* of the Declaration provides that the Planned Community is subject to various easements and subject to the information on the recorded plans for all phases of KAYWOOD NORTH ESTATES.

Article II of the Declaration defines important terms of the Declaration. Most noticeable are the definitions of Common Facilities, Controlled Facilities, and Unit.

Article III of the Declaration and *Section 3.1* of Article III describes the common expense allocation and voting rights of a Unit. Each Unit shall be entitled to one vote in the Association. The Common Expense Liability of each Unit shall be assessed in accordance with Exhibit B, and each Unit, upon final completion of both phase 1 of the development and phase 2 of the development, will be allocated 7.15% of the Common Expenses. No voting interests or Common Expense Liability will attach to any lot that may be designated as open space on the Plans.

Section 3.2 describes *Unit Boundaries*.

Section 3.3 sets forth Maintenance Responsibilities.

Section 3.5 allows Unit boundaries to be relocated in certain instances.

Article IV describes the Common Facilities and the Controlled Facilities. These are also summarized in Section 2 of this Public Offering Statement.

Article V grants, among other things, to the Declarant easements in addition to those provided by the Act to maintain advertising signs, subjects the Common Facilities to utility easements, grants Unit Owners easements of access to their individual Units and use of the Common Facilities (subject to restrictions established by the Association), and grants to the Association an easement to maintain, improve, repair or replace the Common Facilities and Controlled Facilities.

Article VI addresses amendments to the Declaration which amendments must be made in accordance with Section 5219 of the Act.

Article VII subjects the Units to various architectural control requirements and various protective covenants. *The architectural control and protective covenant restrictions are extremely important and it is strongly suggested that the covenants, which are set forth and reprinted in Section 18 below be read by each purchaser in detail.*

Article VIII provides that mortgage holders are subject to the Declaration.

Article IX provides for the powers of the Executive Board, provides that Executive Board members of the Association act in a fiduciary capacity, and that the Executive Board members have limited liability for their actions (or failure to act) on behalf of the Association.

Article X of the Declaration provides for the establishment of a budget, common expenses, assessments, and enforcement of assessments. There are two types of assessments which may be made: (1) a general assessment based on all common expense assessments shared by all Unit owners of the Planned Community; (2) a special assessment if the annual budget proves inadequate for any reason. Assessment payments will be made on an annual basis for expenses and failure to make payments in the time and manner required will result in late charges and attorney's fees. Under the Planned Community Act, a failure to make assessment payments will result in the placement of an automatic lien against a defaulting Unit. The Executive Board shall establish a budget each year based on expenses which shall include a sufficient reserve for the replacement and contingencies. In order to establish an initial reserve, upon the sale of each Unit, an initial fee of **\$200.00** will be collected at closing from the purchaser of the Unit. The Article also sets forth the type of expenses that could be incurred and for which an assessment may be made.

Article XI provides certain rights for mortgage holders.

Article XII of the Declaration describes (in *Section 12.1*) when control of the Association will be turned over from the Declarant to the Unit Owners must be made. *Section 12.2* also allows the Declarant to assign to a successor Declarant.

Article XIII describes the operations of the Executive Board and liability of the board members.

Article XIV of the Declaration are miscellaneous provisions relating to the Declaration generally.

There are no provisions in the Declaration providing that the Association will become a part of a Master Association or that Declarant will add Additional Real Estate to the Planned Community.

B. Association Bylaws.

Article II of the Bylaws, which are attached hereto as **Exhibit "B"**, sets forth the time, place, and necessary guidelines for calling regular and special meetings as well as the rules regarding voting.

Article III has provisions for the Executive Board which shall consist of three (3) individuals. An Executive Board member will serve for one (1) year.

Article IV of the Bylaws has provisions for the officers of the Association which shall include a president, vice-president, secretary, and treasurer.

Article V provides for financial and budget considerations.

Article VI provides for notice procedure.

Article VII describes amendments to the Bylaws.

Article VII also provides that the Executive Board is to prepare an annual report setting forth, among other things, the assets and liabilities of the Association, the membership in the Association and the expenses and disbursements of the Association.

C. Association Articles of Incorporation.

The Articles which have been filed pursuant to Pennsylvania law to create the KAYWOOD NORTH ESTATES HOMEOWNERS ASSOCIATION, INC. as a non-profit corporation is attached hereto as **Exhibit "C"**.

D. Agreement of Sale.

The Real Estate Agreement of Sale, attached hereto as **Exhibit "D"**, sets forth the various rights, duties, and obligations of the Unit purchaser and Declarant with respect to the individual Unit to be purchased. This document should be reviewed with your realtor and/or legal counsel. 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 5408 of the Pennsylvania Uniform Planned Community Act (the "Act") and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 5406 of the Act. The Agreement of Sale also provides that: (1) the buyer acknowledges receipt of the Public Offering Statement (which includes as an exhibit the Declaration which sets forth the various deed restrictions and covenants; (2) the membership in the Association is mandatory and that an initiation fee of **\$200.00** for establishment and maintenance of a reserve account will be collected at the time of sale of the initial unit; and (3) buyer shall obtain approval of the building plans prior to construction of the dwelling house to be built on the lot showing the dwelling house to have a total minimum living space, excluding garages, attics, basements, and storage space, of two thousand five hundred (2,500) square feet of living space.

6. DESCRIPTION OF LIENS, DEFECTS OR ENCUMBRANCES

The Planned Community is subject to the terms of the Declaration, as recorded, and the conditions shown on the plats and plans, as recorded, the by-laws and any rules and regulations, as each of these may be amended.

The Act grants certain statutory easements that affect the Planned Community, including: (i) an easement provided in Section 5216 of the Act making any Unit or Common Facilities subject to a valid easement to the extent that any other Unit or Common Facility encroach upon it; (ii) an easement provided to the Declarant by Section 5218 through the Common Facilities as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising special Declarant rights; (iii) the rights granted under Section 5217 of the Act for the Declarant to maintain signs on the Common Facility as advertised in the Planned Community and, as provided in the Declaration, maintaining sales offices, management offices and models in the Planned Community; and (iv) the easement granted the Declarant through the Common Facilities as necessary for purposes of discharging the Declarant's obligations under the Declaration.

The Declaration provides for additional easements for Unit owners, including easements affecting both Units, Common Facilities and Controlled Facilities, and to various recorded easements, encumbrances, restrictions and agreements affecting the Planned Community. These include all utility and other easements shown on the plats and plans of the Planned Community and various utility easements for water, sewer, gas, television, electric and telephone lines.

7. RESTRICTIONS ON TRANSFER

There are no restrictions imposed by the Declarant on resale of a Unit by the Unit owner except that sale is taken subject to the terms, conditions, provisions and requirements of the Declaration.

8. FINANCIAL MATTERS

As indicated above, Unit owners will be assessed to obtain the funds necessary to meet the budget of the Association. The assessments necessary for the year will be determined on an annual basis.

The Declarant has prepared a proposed Budget for one year as of the effective date of this Public Offering Statement and the Budget is attached hereto as **Exhibit "E"**. The amount assessed against each Unit is determined by taking the total annual budget divided by the total number of Units in a developed Phase. **\$200.00** will be collected at time of the initial sale of each Unit. No reserves are set forth in the budget for anticipated material capital expenditures. The proposed annual common expense assessment for each Unit is set forth in **Exhibit "E"**.

There are no anticipated or expected current fees or charges to be paid by Unit owners for the use of the Common Elements or Common Facilities. Declarant will not construct any improvements on individual Units other than Controlled Facilities. All Common and Controlled Facilities have been constructed at the effective date of this Public Offering Statement or will be constructed prior to taking control of the Association from the Declarant.

9. ZONING, HOUSING AND BUILDING CODES

There are no outstanding notices of uncured violations of building code, municipal regulations, or governmental requirements.

10. WARRANTIES

No warranties are provided by Declarant with respect to either Common Facilities or Controlled Facilities.

11. JUDGMENTS AGAINST THE ASSOCIATION

As of the date of this Public Offering Statement, there are no judgments against the Association and there are no pending suits to which the Association is a party or of which the Declarant has actual knowledge.

12. INSURANCE

The Association shall obtain comprehensive public liability and property damage insurance in not less than \$1,000,000 million per occurrence. The Board may also obtain the Fidelity Bond or insurance policy protection against dishonest acts on the part of the Board members, officers or agents.

13. VOTING

Votes are allocated among the Units on a one Unit/one vote basis. Cumulative voting is not permitted. Class voting is not permitted.

14. GOVERNMENTAL APPROVALS

KAYWOOD NORTH ESTATES obtained final subdivision approval for Phase 1 from Harris Township. The Plan was recorded in the Centre County Recorder of Deeds office as set forth in section 1 above. The planning module and NPDES permits were previously approved for the development. A building permit will be needed prior to the construction of a building on a Unit. There are no outstanding notices of uncured violations of building code, municipal regulations or governmental requirements.

15. ENVIRONMENTAL CONDITIONS

The Declarant is unaware of any environmentally hazardous conditions, including contamination affecting the Planned Community site by hazardous substances, hazardous wastes, or the existence of underground storage tanks for petroleum products or other hazardous substances. The Declarant is also unaware of and has no notice of any governmental investigation regarding the disposal of hazardous wastes, hazardous substances or other contaminants upon the Planned Community or upon adjacent property which may affect the Planned Community. The address and phone number of the regional offices of governmental agencies where information concerning environmental conditions affecting the Planned Community site may be obtained are as follows:

United States Environmental Protection Agency
US EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
800-438-2474 or 215-814-5122

Pennsylvania Department of Environmental Protection
208 West Third Street, Suite 101
Williamsport, PA 17701-6448
Main Number & Emergency Response: (570) 327-3636

16. UNUSUAL AND MATERIAL CIRCUMSTANCES

The Common Facilities and the Controlled Facilities are depicted on the Final Subdivision Plans for each phase.

17. MASTER ASSOCIATION

The Declaration contains no provisions authorizing the Association to become a Master Association or become part of a Master Association.

18. RESTRICTIONS ON USE

- a). All building plans for any building or structure to be erected upon any Unit, the proposed location of any building or structure upon any Unit, any change after approval thereof, and any remodeling, reconstruction, alteration or addition to any building, driveway or other structure upon any Unit, shall require the approval in writing of the Declarant or its successors and assigns. Before beginning the construction of any driveway, building or other structure whatsoever, or remodeling, reconstruction or alteration of any driveway or structure upon any Unit, the person or persons desiring to erect, construct or modify the same shall submit to the Declarant for approval two (2) complete sets of driveway plans showing the location, course and width of same, and two (2) complete sets of building plans and specifications for the building or other structure, as applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans and specifications of which have not received the written approval of the Declarant and which does not comply fully with such approved plans and specifications shall be evidenced by written endorsement of Declarant, its successors or assigns, on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of Declarant, its successors or assigns, who shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Plans and specifications may be rejected for purely aesthetic reasons.

The Declaration in Article VII contains the following architectural control provisions:

- a) All Units shall be restricted and limited to the extent provided in the applicable Zoning Ordinance or Zoning Ordinances affecting the Community, subject, however, to variances granted thereto.
- b) The building and landscaping of any dwelling, garage and driveway must be completed within fifteen (15) months from the start thereof, or else there

shall be assessed against the Unit Owner liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing fifteenth (15) month period during which such construction or landscaping is incomplete. The fifteenth (15) month time period may be extended by the Declarant or its successors and assigns.

- c) There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior written consent of the Executive Board, other than by the Declarant in connection with constructing any portion of the community and other than by the Association, its employees and independent contractors in performing its obligations or exercising its rights under this Declaration.
- d) All Unit Owners and their residents and guests shall comply with the Rules and Regulations from time to time adopted by the Executive Board and not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Common Elements.
- e) No chain-link fences, barbed wire fences, or fences composed of visible metal or plastic wire may be erected on any Unit. In addition, no fencing or other barrier may be constructed or installed in or upon any Unit except behind the rear wall of the principal dwelling located thereon. Otherwise, split-rail, vinyl or painted wooden board fences are permitted in the rear portions of a Unit provided they do not exceed six feet (6') in height, but no solid board fences are permitted.
- f) No outside laundry facilities for washing or drying laundry (including but not limited to poles or clothes lines) shall be permitted on any Unit except in the back yard behind the home constructed on the Unit.
- g) No vans, trucks, or other vehicles longer than twenty (20) feet or in excess of 9,000 lbs. gross vehicle weight, no tractor trailer cabs, or trailers of any type, and no unlicensed vehicles shall be permitted to be parked or kept upon any Unit (except wholly within a garage) or upon streets bordering any Unit, except for service vehicles making deliveries to the Unit and then only during the time such deliveries are being made. The foregoing, however, shall not be construed to prevent the placement or parking of construction vehicles and equipment needed for and during construction of structures upon a Unit.
- h) No above-ground pools shall be permitted on any Unit, excepting kiddie pools less than 18" high and less than 100 square feet in area.

- i) No boats, snowmobiles, motorcycles, all-terrain vehicles, campers, motor homes, recreational vehicles, may be stored or parked upon any Unit or upon any street bordering a Unit, except wholly within a garage, and except for temporary parking for periods not to exceed seventy—two hours.
- j) With respect to storage sheds and auxiliary structures placed or erected upon a Unit the following shall apply: Roof shingles must match the roof shingles of the house constructed on the Unit, all siding must match the majority of the siding materials of the house constructed on the Unit, the minimum footprint shall be ten feet by twelve feet, and must be new when placed or constructed on the Unit.
- k) No billboards or advertising signs of any character may be erected, placed, permitted or maintained on any Unit or improvement thereon, except for a "For Rent" or "For Sale" sign, which shall not exceed one sign per Unit, and which shall expressly refer only to the premises on which such sign is displayed. Permitted "For Rent" or "For Sale" signs may not exceed six square feet in size and may not exceed one sign per Unit.
- l) Units may not be used in whole or in part for the storage of rubbish of any kind, nor for the storage of any property or thing that will cause such Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing or material be kept or used upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units. No rubbish, trash, garbage, scrap metal, waste, new or used lumber or wood (except lumber or wood to be used in constructing a permitted structure on a Unit and firewood to be used in fireplaces, provided such firewood is stacked no higher than three feet (3') shall be placed or permitted on any Unit except wholly indoors; provided, however, usual household trash and rubbish may be kept in closed sanitary containers at curb side for collection purposes only on the day such trash and rubbish is to be collected. No garbage or trash containers may be located in the front of a Unit for more than a twenty-four (24) hour period.
- m) Units may be used for single-family residential purposes only. No improvements or structures whatsoever, other than single-family private dwelling house, patio walls, swimming pool and customary outbuildings, garage (which shall be subject to the provisions set forth hereinafter), may be erected, placed or maintained on any Unit.
- n) All buildings on a corner Lot must have the same materials on the sides of the building facing both streets, or an alternate material approved by the Declarant or it's successors and assigns.

- o) An outside electric eye pole light must be installed on each Lot prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be placed within five feet of the walkway leading to the house from the walkway running parallel to the street or from the driveway; it must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night photocell wired directly to the circuit panel; and it must have at least a six-hundred (600) lumen lamp. No in-line switches are permitted to control the outside electric eye pole light.
- p) Each Unit Owner must provide a paved driveway for off the street parking, for at least two (2) vehicles (excluding garage spaces). All driveways must be paved with either concrete, asphalt or utilize brick pavers.
- q) Each Unit Owner acknowledges and agrees that any construction, improvement or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Unit Owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Unit Owner hereby indemnifies and saves harmless Declarant, and their successors and assigns, from any loss, damage or claim that Unit Owner may have or incur as a result of the Unit Owner's failure to construct and maintain proper erosion and sedimentation controls.
- r) For Unit Owner on which a four (4) foot wide concrete sidewalk is shown on the Final Plan, they hereby agree that within two (2) years of Closing on a Lot, or upon occupancy of the house, whichever first occurs, or sooner if required by Harris Township, the Unit Owner shall cause to be constructed four (4) foot wide concrete sidewalks as may be required by Harris Township. In the event that the Unit Owner does not construct the sidewalk as required, Declarant or the Association may construct the sidewalk and put a lien against the property for the cost of construction.
- s) No animals, insects, birds or fowl may be kept or maintained on any Unit except for dogs, cats and pet birds: (i) not to exceed three (3) of any kind including any offspring of such animals while under six (6) months of age, (ii) which are pets for the pleasure and use of the occupants, and (iii) which are not kept for any commercial use or purpose. All animals shall be kept and maintained in compliance with all applicable laws and ordinances.
- t) No radio or television antennas or towers, or similar structures shall be erected, placed, permitted or maintained outside of or on the exterior of any structure on a Unit, except for satellite dishes not exceeding eighteen (18) inches in diameter.

- u) No children's playground equipment shall be placed nearer to the front of the Unit than the rear wall of the dwelling placed thereon unless approved in writing by the Declarant. Air conditioner units may not be placed in front of the dwelling, unless screened by shrubbery.
- v) No dwelling or structure upon any Unit shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within a reasonable time from the commencement of construction. No temporary house, temporary dwelling, temporary garage, trailer home or other temporary structure shall be placed or erected upon any Unit.
- w) Units may provide for a maximum 100 gallon above ground propane tanks provided that the tank is solid fenced on two sides. If Owner chooses that a larger propane tank be required, said tank shall be buried in accordance with zoning, building CODE and manufacturer requirements.
- x) All building plans for any building or structure to be erected upon any Unit, the proposed location of any building or structure upon any Unit, any change after approval thereof, and any remodeling, reconstruction, alteration or addition to any building, driveway or other structure upon any Unit, shall require the approval in writing of the Declarant or its successors and assigns. Before beginning the construction of any driveway, building or other structure whatsoever, or remodeling, reconstruction or alteration of any driveway or structure upon any Unit, the person or persons desiring to erect, construct or modify the same shall submit to the Declarant for approval two (2) complete sets of driveway plans showing the location, course and width of same, and two (2) complete sets of building plans and specifications for the building or other structure, as applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans and specifications of which have not received the written approval of the Declarant and which does not comply fully with such approved plans and specifications shall be evidenced by written endorsement of Declarant, its successors or assigns, on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of Declarant, its successors or assigns, who shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Plans and specifications may be rejected for purely aesthetic reasons.

- y) Swales and the surface area of storm water facilities (except for the storm water facilities located upon Unit 1 and Unit 14, and located on the north side of Linden Hall Road on lands of Eric Stashak et. al. and known as UPI tax parcel 42-4-59D, the maintenance and repair of which shall be the responsibility of the Association) shall be maintained by the Unit owners. Unit owners shall also provide routine surface maintenance to areas upon their Units that are burdened by sanitary sewer, utility, and other easements.
- z) Nothing may be placed, planted, constructed or installed upon any Unit within any utility, or storm water easement area. Moreover, no storm water swales, channels, basins or ponds upon any Unit may be altered.
- aa) Except for construction by Declarant, the exiting slope or configuration of any Lot shall not be altered, nor shall any structure, retaining wall, or planting be constructed or made, or other activity be taken, which retards, changes or otherwise interferes with the flow of surface or drainage waters as planned by the Declarant, to the actual or threatened injury of any other Lot or Dwelling Unit or which creates erosion or sliding problems. Nothing shall be placed, planted, constructed and/or installed within any easement areas which are shown on the Plan and which would, within the sole discretion of Harris Township, hinder the purposes for which such easements were created. Sanitary sewer easements shall remain free and clear of all impediments including, but not limited to, buildings, sheds, decks, pools, fences, trees and large shrubs and no regrading, without the prior written consent of Harris Township Authority, shall be performed.
- bb) All dwelling Units shall have a total minimum living space, excluding garage, attics, basements, and storage spaces, of two thousand five hundred (2,500) square feet of living space.

19. **GENERAL INFORMATION**

ANY INFORMATION OR DATA REGARDING THE PLANNED COMMUNITY 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 PRESENTATION NOT EXPRESSLY CONTAINED HEREIN.

THIS PRESENTATION MAY NOT BE CHANGED OR MODIFIED ORALLY. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THIS

PUBLIC OFFERING STATEMENT AND THE LEGAL DOCUMENTS CREATING THE PLANNED COMMUNITY INCLUDING, BUT NOT LIMITED TO THE DECLARATION, BYLAWS, AND PLANS, THE TERMS OF THAT LEGAL DOCUMENT WILL CONTROL.

THIS PUBLIC OFFERING STATEMENT INCLUDES LEGAL DOUCMENTS WHICH DETERMNE YOUR OWNERSHIP RIGHTS IN THE PLANNED COMMUNITY. IT IS RECOMMENDED THAT YOU CONSULT LEGAL COUNSEL OF YOUR CHOICE CONCERTING THE CONTENTS OF THIS OFFERING.

KAYWOOD NORTH ESTATES, LLC

By: _____
Eric Stashak, Authorized Member

EXHIBIT A

[Copy of the Planned Community Declaration for Kaywood North Estates filed in the Centre
County Recorder of Deeds Office]

EXHIBIT B

[Copy of the Bylaws for Kaywood North Estates Homeowners Association, Inc.]

EXHIBIT C

[Copy of the Articles of Incorporation for Kaywood North Estates Homeowners Association, Inc.]

EXHIBIT D

[Copy of the Declarant's Real Estate Sales Agreement]

EXHIBIT E

[Copy of the Kaywood North Estates Development Annual Budget]