
PUBLIC OFFERING STATEMENT
FOR
MEEDER, A PLANNED COMMUNITY

NAME OF PLANNED COMMUNITY: Meeder, A Planned Community

PRINCIPAL ADDRESS OF PLANNED COMMUNITY: Rochester Road, Cranberry Township,
Butler County, Pennsylvania

NAME OF DECLARANT: Rochester Road Investment Company,
A Pennsylvania corporation

PRINCIPAL ADDRESS OF DECLARANT: 1190 Dillerville Road
Lancaster, Pennsylvania 17601

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: April 5, 2019

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Disclosure

A. Within seven (7) days after receipt of the 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 the Declarant.

B. If the Declarant fails to provide the Public Offering Statement and all then currently effective amendments thereto before conveying a Unit, the purchaser may recover from the Declarant damages as provided in Section 5406(c) of the Act (relating to purchaser's right to cancel). The damages set forth in Section 5406(c) of the Act include purchaser's right to receive from the Declarant an amount equal to 5% of the sales price of the Unit up to a maximum of \$2,000 or actual damages, whichever is the greater amount, as well as any other applicable relief. A minor omission or error in the Public Offering Statement or an amendment thereto that is not willful shall entitle the purchaser to recover only actual damages, if any.

C. If a purchaser receives the Public Offering Statement more than seven (7) days before signing a contract, the purchaser cannot cancel the contract unless there is an amendment to the Public Offering Statement that would have a material and adverse effect on the rights or obligations of that purchaser.

1. INTRODUCTION

This Public Offering Statement, prepared in compliance with Chapter 54 of the Pennsylvania Uniform Planned Community Act (the "Act"), is divided into two parts; a narrative portion (the "Narrative") and an exhibit portion (the "Exhibits").

The Narrative contains descriptions of various aspects of Meeder, A Planned Community (the "Community" or "Meeder"). This Narrative will describe significant features of the documentation by which the Community is created and under which it will be governed, together with additional information of importance and interest to prospective purchasers of Units in the Community.

The Exhibits attached to this Public Offering Statement include the following:

(a) The Declaration Plats and Plans (in reduced size), which are a graphic depiction of the real estate comprising the Community, consist of (i) a certification from the engineer, (ii) the Meeder Plan, and (iii) a certain subdivision plan dated January 4, 2019, titled MEEDER PLAN PHASE ONE recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania (the "Recorder's Office") as Instrument No. 201902010001908 (as further supplemented or amended from time to time, the "Plats and Plans");

(b) The Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community in Cranberry Township, Butler County, Pennsylvania (as amended from time to time,

the "Declaration") recorded in the Recorder's Office as Instrument No. 201902010001910;

(c) The Bylaws of Meeder Neighborhood Association, Inc., which provide for the governance of the Association (the "Bylaws");

(d) The Projected Operating Budget for the Association for 2019;

(e) A Maintenance Summary;

(f) The proposed forms of Purchase Agreement for the purchase of a Unit in the Community (each, a "Purchase Agreement"); and

(g) The Instrument for the Declaration of Restrictions and Covenants recorded in the Recorder's Office as Instrument No. 201902040002086 (the "PCSM Instrument").

This Narrative is intended to provide only an introduction to the Community, and not a complete or detailed discussion. Consequently, the Exhibits should be reviewed in depth, and if there is any inconsistency between information in this Narrative and information in the Exhibits, the Exhibits will govern. **No sales or other representatives may make any oral or written representation changing any of the terms and conditions of this Public Offering Statement or any of the documents attached as Exhibits, or attempt to interpret their legal effect.**

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 (i) the Act, (ii) the Declaration and Bylaws of the Community or (iii) all of the foregoing.

2. OVERVIEW OF THE PLANNED COMMUNITY CONCEPT

A. Units, Common Elements and Limited Common Elements

A planned community in Pennsylvania is a variation of a typical subdivision containing properties that are designated for separate ownership or occupancy. Other portions of the real estate in a planned community are reserved as "common areas." Common areas may include open spaces, private streets, storm water management facilities, walking trails, parking areas or other amenities which are available for the use and enjoyment of all of the owners in the community.

An association is created to own and administer the common areas. The members of the association are the owners of the lots, dwellings and/or portions of structures designated for separate ownership or occupancy within the community. Under the planned community governing documents, association members are required to pay all costs with respect to the common areas. In particular, the Act says that if an individual owner is required to pay for the *"real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the [community] other than the portion or interest owned solely by the [individual owner],"* that by definition is a "planned

community.” Membership in the association and responsibility for the obligations of the association go along with ownership of a unit within a planned community, whether or not an owner uses the common areas.

The Act defines a physical portion of a planned community designated for separate ownership or occupancy as a “unit.” The exact boundaries of a unit will be described in the planned community declaration and depicted on the applicable plats and plans. An owner of a unit is known as a “unit owner.”

All other portions of the planned community other than the units are known as “common elements.” A unit owner may also be entitled to the use of certain portions of the community either exclusively or in conjunction with some but not all of the other unit owners. These areas are called “limited common elements.”

A planned community in Pennsylvania can take many forms. For example, a planned community can resemble a typical residential subdivision containing subdivided building lots which are owned by individual homeowners. A planned community can also contain townhome units. Just like the owner of a detached single-family home on a subdivided lot, the townhome homeowner is the sole owner of fee simple title to his home, and in some cases, the subdivided lot or land on which the home is located. A planned community can also contain non-residential units. The non-residential unit owner may be the sole owner of fee simple title to a lot containing a building, or a portion of a building designated for separate ownership.

B. Allocated Interests and Common Expense Assessments

Each unit in a planned community is assigned a factor called an “Allocated Interest” which is usually expressed in the form of a fraction or percentage of the whole. This Allocated Interest gives each unit owner the right (subject to the terms of the Act, the declaration and the bylaws of the association) to use and participate in the control of the common elements in common with the other unit owners in the community through membership in the association. The Allocated Interest also imposes upon each unit owner the obligation to pay a percentage of the expenses of operating and maintaining the planned community. The amount of these “common expenses” is determined in annual budgets established by the executive board (the board of directors) of the association.

3. THE DECLARANT

The Declarant of the Community is Rochester Road Investment Company, a Pennsylvania corporation (the “Declarant”). The Declarant’s principal address is 1190 Dillerville Road, Lancaster, Pennsylvania 17601.

4. THE ASSOCIATION

All Unit Owners in Meeder will be members of Meeder Neighborhood Association, Inc., a Pennsylvania nonprofit corporation (the “Association”). The powers, responsibilities and governance of the Association are described in detail in the Declaration and the Bylaws

included in the Exhibits portion of this Public Offering Statement. The number of votes allocated to each Unit is determined as set forth in Article II of the Declaration. Cumulative voting shall be permitted for the purpose of electing members to the executive board of the Association but for no other Association matters. For purposes of votes for which cumulative voting is permitted, every Unit Owner entitled to vote shall have the right to multiply the number of votes to which such Unit Owner is entitled by the total number of members of the Executive Board to be elected in the same election by the Unit Owners, and such Unit Owners may cast all of its votes for one candidate or such Unit Owner may distribute its votes among any two or more candidates. Further, class voting is permitted, as described in Article II of the Declaration and the Bylaws, respectively.

5. **GENERAL DESCRIPTION OF MEEDER**

A. **Description of the Community**

The Community will be developed in phases and, as more particularly summarized below, additional land may be added to the Community. Phase 1 of Meeder is located on a tract of land initially containing a total of approximately 28.302 acres along Rochester Road (S.R. 3022) and Unionville Road (T-326) in Cranberry Township, Butler County, Pennsylvania (the "Property"). The Property is depicted on the plan titled MEEDER PLAN PHASE ONE dated January 4, 2019, and recorded in the Recorder's Office as Instrument No. 201902010001908 (as further supplemented or amended from time to time, the "Subdivision Plan"). Meeder is located on land that the Declarant presently intends to develop into additional phases of the Community or sell to other parties for development (the "Project Property"). The Project Property contains approximately 60.3 acres (subject to Declarant's right to expand the Community by adding "Additional Real Estate" as more particularly explained in Section 6 of this Narrative) and is situated generally along Rochester Road (S.R. 3022), Unionville Road (T-326), and Ogle View Road (33' T-305).

If all of the stages comprising Phase 1 on the Subdivision Plan are developed, Declarant anticipates that the Community will initially contain Non-Residential Units containing approximately twenty-seven thousand (27,000) square feet and one hundred forty-nine (149) Residential Units, subject nevertheless to amendment or modification of the Subdivision Plan. Notwithstanding the foregoing, Declarant reserves the right, in its sole discretion, to construct fewer than the aforesaid number of Units depicted on the Subdivision Plan. If Declarant elects to create additional Units in Phase 1 of the Community, Declarant may be required to seek municipal approval for some or all of those additional Units.

Other portions of the Project Property are designated as "Convertible Real Estate" and "Withdrawable Real Estate" in the Declaration. The portions of the Project Property designated Convertible Real Estate and Withdrawable Real Estate are presently part of the Community. Under the Declaration, the Declarant reserved the right to withdraw all or portions of the Withdrawable Real Estate from the Community and the right to convert all or portions of the Convertible Real Estate into Units and/or Common Elements (including Limited Common Elements). The projected total number of Units set forth in the preceding paragraph does not include the Units that could be created in the Convertible Real Estate.

Other portions of the Project Property and certain real estate adjacent to the Project Property are designated as "Additional Real Estate" in the Declaration. The Additional Real Estate is not presently a part of the Community. In the event the Declarant desires to expand the Community in the future, some or all of the Additional Real Estate may be added to the Community. The projected total number of Units for Phase 1, as set forth above, does not include the Units that could be created in the Additional Real Estate, if any or all of the Additional Real Estate is added to the Community.

B. Description of the Units

The Declarant presently intends to develop the Community with a mixture of individual residential units for sale to homebuyers ("Residential Units") and non-residential units for use as commercial spaces ("Non-Residential Units"). Unit purchasers will be able to select from a number of available floor plans. Additional options and customizations will be available to purchasers as upgrades and modifications to the standard floor plans.

The Declarant may offer a variety of types of Residential Units in the Community, including detached single family homes ("Single Family Homes"). Single Family Homes are categorized in the Declaration as either "Type A Units" or "Type C Units" depending on the extent certain maintenance responsibilities appurtenant to a particular Single Family Home are handled by the Association. Unit Owners of a Type A Unit are solely responsible for the maintenance of their Type A Unit and such other maintenance obligations more particularly described in the Declaration. Buyers of a "Type A Unit" or "Type C Unit" will own the subdivision lot on which their homes are located, together with the entire home erected thereon, unless otherwise set forth on the Plats and Plans.

Declarant also intends to offer townhome-style Units ("Townhome Units"). Townhome Units are categorized in the Declaration as either "Type B Units" or "Type D Units" depending on what maintenance responsibilities are handled by the Association. Buyers of Type B Units will own the subdivision lot on which their homes are located, together with the entire home erected thereon, unless otherwise set forth on the Plats and Plans. Buyers of Type D Units will own the portions of land and portions of the building specifically comprising their Unit, as more particularly set forth in section 2.2.4 of the Declaration and described in the Plats and Plans, as amended from time to time.

Declarant also intends to offer village style homes in several different models ("Village Residential Units"). Village Residential Units are categorized in the Declaration as "Type E Units" and are comprised of portions of land and portions of the building in which the Units are located. Certain portions of the structure of the building containing Village Residential Units will be a Common Element building and will be owned and maintained by the Association. Common Element buildings containing Village Residential Units are anticipated to also contain Non-Residential Units, which may be used for Non-Residential purposes.

Declarant presently anticipates that every Residential Unit will have a two-car garage, and may have rear loaded garages accessed from service alleys. Some Residential Units may also have a basement, porches, patios and/or decks. Exteriors may be vinyl siding, brick and/or stone. Declarant anticipates that each Residential Unit will be

served by a gas heat pump and central air conditioning. Ranges, dryers and water heaters will be gas or electric. Gas fireplaces may be offered in certain models.

Declarant may offer additional housing styles from the styles described above, including apartment-style housing and housing not on individually-subdivided lots. Declarant may also offer housing with different features than those outlined above.

The Community will also contain Non-Residential Units. Non-Residential Units may be attached or detached, and may comprise certain portions of Common Element buildings. Any Non-Residential Units that comprise certain portions of Common Element buildings ("Village Non-Residential Units") are also categorized in the Declaration as "Type E Units." The Common Element portions of the buildings will be owned and maintained by the Association. Non-Residential Units may be used for any proper non-residential purpose, including without limitation retail and office uses; provided that any such use conforms with any Rules and Regulations promulgated by the Association and with the applicable Township zoning regulations, as the same may be amended from time to time.

The Declarant (in its sole discretion) reserves the absolute right to change the types or models of dwellings (including exterior and interior finishes, sizes and composition) and/or the types of Units it may offer within the Community from time to time based on market conditions, Unit sales, unexpected site conditions and otherwise as the Declarant deems advisable. This means that a Unit Owner may not rely on a specific type or size of dwelling being constructed within the remainder of the Community.

C. Description of the Common Elements

The Common Elements in the Community may include, among other things, streets, service alleys, sidewalks, outdoor parking, retaining walls and fences, open space, Stormwater Management Facilities (as defined in Section 1.3.2 of the Declaration) and other common infrastructure facilities that have not been accepted for dedication to the public, and certain portions of the exterior of Units and structures within the Community.

A system of interior streets and alleys connect the Community with Rochester Road (S.R. 3022) and Unionville Road (T-326), both of which are public roads maintained by the Pennsylvania Department of Transportation. The streets and alleys of the Community will be constructed by the Declarant substantially as shown on the Plats and Plans and may be used by the owners and occupants of the Project Property. Pursuant to the Subdivision Plan, Main Street (as depicted on the Subdivision Plan) will be offered for dedication to Cranberry Township (the "Township") as a public street. Upon completion, all streets and alleys in the Community, except for Main Street, will be maintained and repaired by the Association pursuant to the Declaration. Streets and alleys within portions of the Community are defined by curbing that is constructed of Belgian Block Curbing (as defined in Section 1.3.2 of the Declaration). All Belgian Block Curbing within the Community will be maintained by the Association.

Limited Common Elements are Common Elements allocated for the exclusive use of one or more but fewer than all of the Units in the Community. Certain parking areas and sidewalks as well as open space areas may be designated as Limited Common Elements.

The sidewalks, curbing, and Beauty Strips abutting Type B Units and Type C Units are Limited Common Elements solely as to the Unit Owner's maintenance, repair and replacement obligations for such sidewalks, curbing, and Beauty Strips abutting their Unit, but not for general use or access purposes. The following surfaces appurtenant to all Type D Units and Type E Units are Limited Common Elements appurtenant to the Type D Units and Type E Units they serve: driveways serving these Units; the sidewalks abutting these Units as well as service walks and other walkways specifically serving these Units; the Beauty Strips abutting these Units; and the parking spaces as shown on the Plats and Plans. All maintenance, repair and replacement obligations for these Limited Common Element areas are the responsibility of the applicable Unit Owners.

Without limiting the generality of the foregoing, for all Type B Units, Type C Units, Type D Units, and Type E Units, the Association shall have the limited responsibility of the reasonably practical removal of snow from, and the reasonably practical treatment of ice accumulation on, individual Unit driveways, service walks, walkways, and Limited Common Element sidewalks abutting the Unit.

In contrast to the above, generally speaking, all areas of landscaping, including lawns, shrubs and trees on Type A Units are not Limited Common Elements (except as otherwise expressly set forth in the Declaration) and shall be maintained by each Unit Owner of a Type A Unit. However, sidewalks and Beauty Strips abutting a Type A Unit are Limited Common Elements solely as to maintenance, repair and replacement obligations, and a Unit Owner of a Type A Unit shall be solely responsible for snow removal, ice treatment and other maintenance, repair and replacement obligations of the sidewalks and Beauty Strips abutting their Type A Unit.

D. Utilities

Electricity, gas, telephone, cable, water, sewer and trash collection are expected to be billed directly to individual Unit Owners by the respective utility or service providers. In the event that any of the service providers require that the Association be billed in the aggregate for all of the Units, the pro rata cost will be charged against each Unit Owner as part of the regular Common Expense assessments; provided however, that in such case, the Association reserves the right to have individual meters installed upon each Unit and to assess the charges for the applicable utility against each Unit based upon actual usage.

Recycling in the Township is required and should be performed by each Unit Owner in accordance with Township ordinances. Trash and recyclable collection facilities for Non-Residential Units, if any, may be located in designated areas of the Community and Non-Residential Unit Owners and/or tenants will be responsible for properly depositing their own trash and recyclables in the collection facilities.

The main sewer lines within the Community and the laterals serving the Units will be installed by, or on behalf of, the Declarant in accordance with the requirements of the Township. It is expected that, upon completion, the main sewer lines will be dedicated to the public, and upon dedication will thereafter be maintained by the Township. In the event that the Township does not accept dedication, the sewer mains will be part of the Common Facilities to be maintained and repaired by the Association. The laterals installed to serve

the individual Units will not be dedicated to the public. They will be maintained by the Unit Owners in accordance with the Community Documents. Sewer charges will be billed directly to the Unit Owners by the Township.

Water for the Community will be served by the Township. The Township will own, maintain and repair the water lines and facilities, except that the laterals serving the individual Units will be maintained by the Unit Owners in accordance with the Community Documents. Water charges will be billed directly to the Unit Owners by the Township.

As depicted on the Subdivision and Land Development Plan (as defined in Section 1.3.2 of the Declaration), portions of certain Units may be encumbered by stormwater management/drainage, sanitary sewer, water, and/or wetlands easements. Occupants should be aware of the location of these easements and will be prohibited from taking any actions that adversely affect the function of any easement.

E. Community Amenities and Other Recreation Facilities

The Community may include certain real property and improvements intended for the enjoyment and use only by residents and occupants of the Community and residents and occupants of certain other portions of the Project Property, on a use fee basis or otherwise (the "Community Amenities"). Community Amenities, if constructed, will be part of the Common Facilities of the Community, to be owned and maintained by the Association, the costs of which will be General Common Expenses assessed against the owners of Units in the Community. The Community Amenities may also include amenities located on other portions of the Project Property that residents and occupants of the Community are entitled to use. The additional amenities include portions of a walking trail network (the "Walking Trails") located on other portions of the Project Property and a historic farmhouse, its contents, and the barn associated therewith (the "Historic Farmstead"), located on a certain portion of the Project Property.

F. Construction Schedule; Miscellaneous

Construction of the Community will commence in the first quarter of 2019. It is anticipated that the first Unit will be sold in June of 2019. At the present time, the Declarant intends, but is under no obligation, to construct approximately sixty (60) Units per year.

All Residential Units in the Community are restricted to residential use. However, a Unit Owner or occupant may also use a Residential Unit for accessory uses that are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of the Township in which the Unit is located and with the Rules and Regulations promulgated by the Executive Board, as the same may be amended from time to time. Any Non-Residential Units may be used for any proper non-residential purpose including without limitation, office, retail and storage; provided that any such use conforms with the Declaration, Rules and Regulations promulgated by the Association and with the applicable Township zoning regulations, as the same may be amended from time to time.

The Declarant reserves the right to use any unconveyed Units as models or as sales or management offices. The Declarant further reserves the right to rent or market Units in

the Community to investors. However, the Declarant does not presently intend to market Units in the Community to investors.

The Declarant has secured commercial mortgage financing for the construction of the Community and has bonded the work required to be bonded. All improvements within the Community that are identified as "Must Be Built" on the Plats and Plans, as amended from time to time, will be constructed by Declarant in accordance with the provisions of the Declaration and the Act. The construction of any Common Facilities improvements will be completed by the later of the date of the conveyance or lease by the Declarant of the last Unit the Declarant reserves the right to include in the Community, or upon the expiration of the Development Period (as defined in the Declaration).

Final subdivision plan approval for the Community has been obtained from the Township, and Declarant will obtain the necessary municipal approvals for subsequent phases as development of the Community proceeds. In addition, all permits, such as highway occupancy permits, as are necessary, have been or will be obtained at the Declarant's expense. The Declarant will also obtain building permits from the Township for home construction, and occupancy permits if required by municipal ordinances, upon the completion of construction of Units.

6. **FLEXIBLE PLANNED COMMUNITY; CONVERTIBLE, WITHDRAWABLE AND ADDITIONAL REAL ESTATE**

The Declarant anticipates that upon completion of construction of all phases of the Project Property, provided the Declarant exercises its rights to convert and add to the Community those portions of the Project Property designated as Convertible Real Estate or Additional Real Estate, the Community will ultimately consist of Non-Residential Units containing approximately sixty-nine thousand (69,000) square feet and six hundred thirty-five (635) Residential Units. However, the Declarant has reserved the right under the Declaration to increase the number of Units in the Community by the addition of Additional Real Estate, as described herein, or otherwise by amending the Subdivision and Land Development Plan.

A. **Convertible Real Estate**

Certain portions of the Property identified on the Plats and Plans are designated as Convertible Real Estate. The Declarant has the right under the Declaration to create Units, Common Elements and Limited Common Elements in the Convertible Real Estate. Until that time, real estate taxes and costs associated with maintaining the Convertible Real Estate will be the responsibility of the Declarant until the conversion occurs or the period of time within which it can occur expires, whichever is earlier. The Declarant has the option to create Units, Common Elements and Limited Common Elements in the Convertible Real Estate for a period commencing on the date of the recording of the Declaration and ending on the later of (i) ten (10) years after the recording of the Declaration; or (ii) on certain other dates set forth in the Declaration (the "Development Period").

The Declaration describes the procedure that the Declarant must follow to create Units, Common Elements or Limited Common Elements in the Convertible Real Estate.

This description sets forth the effect such events have on the Allocated Interest in the Common Elements, Common Expenses and votes assigned to Units already included in the Community. The Allocated Interest, being based upon the then-current number of Units in the Community, including unimproved Units owned by Declarant or a builder, if any, will be adjusted to reflect the additional Units created in the Community. Therefore, as Units are created in the Convertible Real Estate, the Allocated Interest of pre-existing Units will be reduced. All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to such Units.

Declarant makes no assurances regarding the actual Unit configuration, the description or location of any buildings or structures, or other improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. Further, no assurance is given that any Units created by the conversion of Convertible Real Estate, or improvements constructed thereon, will be compatible in quality of construction, materials or architectural style with the Units and improvements on other portions of the Community.

B. Withdrawable Real Estate

Portions of the Community identified on the Plats and Plans are designated as Withdrawable Real Estate. The Declarant has the right under the Declaration to withdraw those portions identified as Withdrawable Real Estate from the Community. Until withdrawal, the Withdrawable Real Estate is a part of the Community. However, real estate taxes and costs associated with maintaining the Withdrawable Real Estate will be the responsibility of the Declarant until withdrawn or until the period of time within which withdrawal can occur expires, whichever is earlier. The Declarant has this withdrawal option until the expiration of the Development Period; however, withdrawing some portions of the Withdrawable Real Estate may require subdivision approval by the Township. The withdrawal of any Withdrawable Real Estate will have no effect on the Allocated Interests assigned to existing Units unless Units were created upon the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units will be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal.

C. Additional Real Estate

Portions of the Project Property as well as certain real estate adjacent to the Project Property are identified on the Plats and Plans as Additional Real Estate. The Declarant has reserved the right under Article XXII of the Declaration to add all or any portion(s) of the Additional Real Estate to the Community and to create Units, Common Elements and Limited Common Elements therein. The Declarant may exercise this right until the expiration of the Development Period.

If Additional Real Estate is added to the Community, it may be added in the form of Convertible Real Estate and/or Withdrawable Real Estate, and, except as otherwise set forth in Article XXII of the Declaration, the provisions of Articles XX and XXI of the Declaration regarding creation of Units, Common Elements and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply. When new Units are created by conversion of Convertible Real Estate, the Allocated Interest assigned to each

Unit will be adjusted in accordance with the formula set forth in the Declaration. All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created in the Additional Real Estate. The Declarant makes no assurances that any improvements that may be constructed on the Additional Real Estate and the Units therein will be compatible in quality of construction, materials or architectural style with the Units and improvements in the Community. The number of Units expected to be created in the Additional Real Estate will not exceed the number permitted by applicable municipal requirements or two thousand (2,000), whichever is less. No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

7. SUMMARY OF PRINCIPAL PLANNED COMMUNITY DOCUMENTS AND OTHER AGREEMENTS

A number of documents will create and govern the operation of the Community. These documents include the Declaration, the Bylaws, any Chart of Maintenance Responsibilities (if promulgated by the Executive Board), any Rules and Regulations, and the PCSM Documents (as defined in the Declaration), which, together with the Plats and Plans, are collectively termed the "Community Documents." In addition, various contracts and agreements affect portions of the Community or its day-to-day operations. The following is a summary of the principal relevant documents:

A. Declaration

The Community is created by the Declarant's recording of the Declaration. The recorded version of the Declaration is included in the Exhibits portion of this Public Offering Statement.

Article I of the Declaration identifies the Declarant, describes the real estate, easements and appurtenances to be submitted to the terms and provisions of the Act, and names the planned community. Article I also provides a glossary of certain terms used in the Community Documents.

Article II describes the formula by which the Allocated Interests and liability for common expenses are established. Each Residential Unit and Non-Residential Unit will have one vote in Association matters (except for the limited circumstances otherwise set forth in Article II) and a share of common expenses and liability, which may change as new Units are created within the Community. Cumulative voting shall be permitted solely for the purpose of electing members of the executive board of the Association, but not for any other Association matters. Class voting is permitted on issues affecting a particular class of Units and not affecting Units outside of the class to protect the valid interests of the affected Units.

Article II of the Declaration also describes the boundaries of the Units (the "Unit title lines"). The significance of the Unit title lines is that all portions of the Unit contained within those lines are owned by the Unit Owner, and the Unit Owner has sole responsibility for the care, maintenance, replacement and insurance of these areas, unless the Community Documents expressly provide to the contrary. In addition, Article II provides for the

relocation of boundaries between Units and the subdivision of Units under certain circumstances.

Article II also refers to the Plats and Plans, which describe the boundary lines of the Community and the Unit title lines of Units. The Plats and Plans also show the Convertible Real Estate and Withdrawable Real Estate, and show, or describe by recording references, the Additional Real Estate.

Certain portions of the Community are designated as Limited Common Elements in Article III of the Declaration and on the Plats and Plans. Limited Common Elements may be maintained by the Association, and, if so, the cost of such maintenance will be allocated to the benefitted Unit Owners as a limited common expense, unless the Community Documents expressly provide to the contrary.

Article IV of the Declaration describes the Common Facilities in the Community. Common Facilities are portions of the Community, and improvements constructed thereon, that are not a Unit or part of a Unit, and that are owned by or leased to the Association. Common Facilities within the Community include portions of the Community not within Unit boundaries, including certain Stormwater Management Facilities, private streets and alleys, sidewalks, Walking Trails, open space, landscaping and related improvements, including Community specific signage, exterior lighting benefitting the Community, and other portions of the Community as the Declarant may designate from time to time. Improvements upon the Common Facilities will be completed by the Declarant and conveyed to the Association as described in Section 4.5 of the Declaration. Such improvements include, but are not limited to, the Historic Farmstead, which is an integral part of the Community to be developed by Declarant. Upon conveyance of the Historic Farmstead to the Association, the Association shall be solely responsible for the maintenance, repair and replacement of the Historic Farmstead in accordance with the Declaration, all applicable governmental permits and approvals, all applicable laws, and in particular the Conservation Easement, which sets forth the easements, covenants, and restrictions pertaining to and encumbering the Historic Farmstead. The costs of owning, insuring, operating, maintaining, repairing and replacing Common Facilities will be a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests.

Article V of the Declaration describes the Controlled Facilities in the Community. Controlled Facilities are portions of the Community, whether or not part of a Unit, that are not Common Facilities, but that are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. By way of illustration and not limitation, the Unionville Landscaping Island (as defined in Section 1.3.2 of the Declaration) is a Controlled Facility only as to the Association's obligation to maintain, repair, and replace the landscaping thereon.

Article VI of the Declaration sets forth the circumstances under which the permission of the neighborhood appearance control board known as the "Architectural Control Committee" is required prior to commencing any Architecturally Controlled Improvement(s).

Article VII of the Declaration delineates the responsibility for maintaining the Units, Common Elements and Limited Common Elements, as between the Unit Owners and the Association.

Article VIII of the Declaration lists various easements to which the Community or certain portions of the Community are subject, including easements for utilities, pipes and conduits and easements for ingress, egress and regress. Subsection 8.1.1 reserves to the Declarant the right to maintain models, signs and management offices in the Community. Additional easements are reserved to the Association to operate and maintain certain portions of the Units, Common Elements and Limited Common Elements. Certain rights are reserved to Unit Owners in portions of the Community other than the Owner's Unit. Subsection 8.1.5 confirms that the Community is subject to the easements created pursuant to the Apartment Tract Reciprocal Easement (as defined in Section 1.3.2 of the Declaration). Subsection 8.1.8 grants to the Association the right to enter upon the exterior of the Units and Limited Common Elements in order to verify the performance of all items of maintenance for which the Unit Owners are responsible and to perform (in its sole discretion) any such responsibilities on behalf of a nonperforming Unit Owner. Subsection 8.1.11 reserves for the Declarant an easement for promotional activities.

Articles IX and X of the Declaration impose various restrictions on the use of the Units and various other portions of the Community. For more information regarding these restrictions, see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units."

In addition to those provisions contained within the Declaration dealing with the use of individual Units, additional Rules and Regulations (consistent with the Declaration) may be promulgated from time to time by the Executive Board of the Association.

Article XI of the Declaration sets forth the liability of Unit Owners to pay Common Expense assessments and Limited Common Expense assessments allocated to their individual Units and provides for the procedures to be followed to fix assessments and to collect assessments in the event that a Unit Owner fails to pay them.

Article XII of the Declaration provides for the transition from a Declarant-appointed and controlled Association Executive Board to an Executive Board controlled by Unit Owners other than the Declarant. The period of Declarant control of the Association will end on the earlier of (i) sixty (60) days following the date on which seventy-five percent (75%) of the Units that may be created in the Community have been sold to Unit Owners other than the Declarant, (ii) seven (7) years after the date of the recording of the first conveyance of a Unit to a Unit Owner other than the Declarant, or (iii) on certain other dates set forth in Section 12.1 of the Declaration. Article XII also reserves to the Declarant certain Special Declarant Rights to continue to develop the Community, and the right to assign those development rights to a successor declarant.

Article XIII of the Declaration provides for limitations on the liability of members of the Executive Board and officers of the Association and provides for the indemnification of such members and officers against all expenses and liabilities which they may incur in the performance of their duties, absent their willful misconduct or recklessness. Other sections of Article XIII provide for the defense of claims against the Association.

Article XIV of the Declaration requires the Association and Unit Owners, respectively, to maintain various types of insurance in connection with the Community (refer to the portion of this Narrative entitled "Planned Community Insurance").

Article XV of the Declaration provides the circumstances under which Unit Owners and the Association shall rebuild and repair any portion of the Community that is damaged or destroyed by fire or other casualty. Responsibility for repair and rebuilding is allocated to Unit Owners and the Association in accordance with the requirements of the Act and the provisions of the Declaration.

Article XVI of the Declaration provides the procedures by which the Declaration may be amended.

Article XVII of the Declaration sets forth the procedure by which the Bylaws may be amended.

Article XVIII of the Declaration provides for fundamental due process procedures that must be followed by the Association prior to taking certain actions. For example, Article XVIII requires that a Notice and Hearing be provided to a Unit Owner before certain punitive actions are taken against that Unit Owner.

Article XIX of the Declaration sets forth the powers that the Association has pursuant to the Act and the Declaration. The provisions of Article XIX contain the Declarant's reservation of the option to delegate powers of the Association to a master association and the option to merge the Community with one or more other planned communities.

Article XX and Article XXI of the Declaration set forth the provisions relating to the flexible nature of the Community. The provisions contain the Declarant's reservation of the option to create Units and Limited Common Elements in the Convertible Real Estate or to withdraw all or any portions of the Withdrawable Real Estate from the Community. These Articles also describe the effect of the Declarant's exercise of its options on the Allocated Interest assignable to each Unit, as well as the procedures by which these options are exercised. No assurances are made as to any improvements that may be made in the Convertible Real Estate.

Article XXII of the Declaration sets forth the provisions relating to expansion of the Community beyond the initial boundaries shown on the Plats and Plans. The provisions contain the Declarant's reservation of the option to add Additional Real Estate to the Community. Additional Real Estate will be added in the form of Convertible Real Estate and Withdrawable Real Estate, except as specifically set forth in Article XXII, the provisions of Articles XX and XXI regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply to the Additional Real Estate once it is added to the Community. This Article also describes the effect of the Declarant's exercise of this option on the Allocated Interest assignable to each Unit, as well as the procedures by which this option is exercised. No assurances are made as to any improvements that may be made in the Additional Real Estate.

Article XXIII of the Declaration describes the procedure for terminating the Community.

B. Bylaws

The Bylaws are the rules for governance of the Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Association.

Article II of the Bylaws sets forth the membership rights of all Unit Owners in the Association and sets forth the time, location, purpose and order of business to be conducted at meetings of the Association. Article II also sets forth the required notice, quorum and voting rights of the Unit Owners as members of the Association and the procedures to be followed in conducting meetings of the Association. The Bylaws require the Association to conduct meetings at least annually. At such meetings various members of the Executive Board will be elected, and the members present will conduct such other business as may be required by law or by the Community Documents.

Article III of the Bylaws contains provisions concerning the Executive Board of the Association. The sections in this Article describe the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Board and removal of members, and include provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board serving on behalf of the Association. Among the various powers of the Executive Board is the discretionary power to enter into a contract for professional management of the Community.

Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.4 establishes requirements and limitations for the terms of any management contracts entered into by the Association.

Article IV of the Bylaws contains provisions governing the election of officers of the Association by the Executive Board and the duties of the officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws allocates the responsibility for maintaining, repairing and replacing Common Elements, Limited Common Elements and Units between the Association and Unit Owners.

Article VI of the Bylaws provides the remedies that will be available to the Association and the measures it may take with respect to a Unit Owner who has failed to comply with the Community Documents or the Act. Article VI of the Bylaws also provides that the Executive Board will resolve any disputes or disagreements between Unit Owners relating to the Community and sets forth various procedures for resolution of such disputes.

Article VII confirms that the Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Association, and the rights of Unit Owners and the holders of mortgages to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions with respect to the Community.

C. Purchase Agreements

Sample versions of a Purchase Agreement for the purchase of a Unit and samples of certain types of addenda to a Purchase Agreement are contained in the Exhibits portion of this Public Offering Statement. The representative samples contained in the Exhibits portion of this Public Offering Statement is not an all-inclusive list of the types of Purchase Agreements and types of addenda used for all transactions. The type of Unit and particular transaction will determine the version of agreement and addenda used for a specific transaction. Each form of Purchase Agreement sets forth the various rights, duties and obligations of the purchaser and the Declarant with respect to the individual Unit to be purchased. The Declarant reserves the right to modify the form Purchase Agreements and any addenda thereto from time to time without prior notice and without amending this Public Offering Statement as to the forms included in the Exhibits hereto. A Unit purchaser will ultimately be subject to and bound by the version of the Purchase Agreement he/she/it signs.

D. PCSM Documents

The Community is subject to the PCSM Instrument, together with the PCSM Plans attached thereto, the Subdivision and Land Development Plan, and the easements, operation and maintenance obligations and restrictive covenants contained therein (collectively, and all as the same may be modified, amended or supplemented from time to time, the "PCSM Documents"). The PCSM Documents impose obligations on Declarant and its successors and assigns with respect to the long-term operation and maintenance of post-construction storm water management best management practices ("PCSM BMPs"). The PCSM BMPs shall be maintained by the Unit Owners and the Association, as applicable, in good working order in accordance with the specific operation and maintenance requirements set forth in the PCSM Documents, all applicable local, state and federal requirements and laws, and the Declaration, or any amendment thereto. Each Unit Owner's right, title and interest in any PCSM BMPs located on his Unit shall be subject and subordinate to the PCSM Documents.

E. Miscellaneous Contracts Affecting the Community

There are no other contracts or agreements currently in effect or expected to be made which will affect the Community. However, the Declarant may enter into a management agreement for the management of Meeder. The Act provides that certain contracts that affect the Community shall be terminable by the Association at any time after

the Executive Board elected entirely by the Unit Owners pursuant to Article XII of the Declaration.

8. ASSOCIATION FINANCIAL MATTERS

The monthly assessments levied against each Unit will be comprised of Common Expense assessments payable to the Association as described herein.

The Association is newly formed and does not have a current balance sheet or income statement. However, a projected operating budget, prepared by the Declarant, for the first year of operation of the Community after the date of the first conveyance of a Unit to a third party purchaser other than Declarant or a builder, is included in the Exhibits portion of this Public Offering Statement (the "Budget"). The Budget is projected on the basis of the sale and settlement of the one hundred seventeen (117) Units in Phase I of the Community, as shown on the Subdivision Plan.

The Budget assumes that Phase 1 will have: twenty-one (21) single family detached homes without services (Type A Units); fifty-five (55) townhome-style Units with services (Type B Units); zero (0) single family detached homes with services (Type C Units); forty-one (41) townhome-style Units with services (Type D Units); and zero (0) traditionally-inspired village style Units with services (Type E Units). It is anticipated, however, that a significant portion of the Units during the first year may constitute Unimproved Units. The Budget provides that Unimproved Units will pay a reduced assessment, as set forth below. Assessments for Improved Units shall remain as set forth in the Budget, regardless of the number of Improved Units.

The Budget provides that Type A Units will pay an assessment of \$81.00 per month; Type B Units an assessment of \$129.00 per month; Type C Units \$0.00 per month because there are no Type C Units in Phase 1; Type D Units with fencing \$130.00 per month; Type D Units without fencing \$109.00 per month; and Type E Units \$0.00 per month because there are no Type E Units in Phase 1. The Budget provides that Unimproved Units, regardless of type, will pay an assessment covering such Unit's pro rata share of the management fee together with general and administrative costs, totaling \$9.71 per month.

The Budget contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. If all of the Units are Improved Units, the total amount of the payment from all Units into reserves, as reflected in the Budget, is projected to be \$21,492.65 annually. The amount actually paid into reserves will be reduced on a pro rata basis based on the number of Unimproved Units.

Services that the Declarant currently provides or expenses that it currently pays which Declarant expects may become at any subsequent time a Common Expense of the Association are set forth in the Budget. In the event there is a shortfall in the Association's budget, the Declarant may, in its sole discretion, prepay assessments on Unimproved Units, provided the Declarant may elect to credit those prepayments against future liability for those Units.

The initial capitalization of the Association will be provided by non-refundable assessments paid by each initial third party Unit purchaser at the time of settlement. These contributions will be in an amount equal to four hundred dollars (\$400.00) per Unit, as set forth in the Budget. No purchaser is entitled to a refund of these payments at any time or under any circumstances, and they are not a prepayment of Common Expense assessments and Limited Common Expense assessments to be credited to the Unit Owner's monthly assessment obligation.

At the settlement for each Unit purchased, the purchaser will be required to pay additional normal and customary settlement costs.

Upon the resale of a Unit, the Association shall be permitted to impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act, as described in Section 11.17 of the Declaration. The Capital Improvement Fee imposed by the Association against each resale or retransfer of a Unit will be the amount set forth in the then-current yearly budget of the Association, subject nevertheless to the limitations set forth in Section 5302(a)(12) of the Act.

9. ENCUMBRANCES UPON TITLE

The Community is subject to the terms of the Community Documents, as they may be amended from time to time.

The Act grants certain statutory easements that affect the Community including:

(a) An easement provided in Section 5216 of the Act making any Unit or Common Element subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it.

(b) The rights granted under Section 5217 of the Act for the Declarant to maintain signs on the Common Elements advertising the Community and, as provided in the Declaration, maintain sales offices, management offices and models in the Community.

(c) An easement provided the Declarant by Section 5218 of the Act over and through the Common Elements as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising Special Declarant Rights (such as those options retained in connection with Convertible Real Estate).

As of the date of this Public Offering Statement, the Community is subject to one or more mortgages obtained by Declarant to finance the acquisition and development of the Community. Each Unit will be released from any existing mortgage(s) of Declarant at the time of the Unit settlement.

In addition to the foregoing, title to any Unit within the Community will be subject to unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments that an accurate and complete survey would disclose.

10. **FINANCING FOR PURCHASERS OF UNITS**

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

11. **WARRANTIES PROVIDED BY THE DECLARANT**

Pursuant to Section 5411 of the Act, the Declarant warrants against structural defects in structures constructed, modified, altered or improved by or on behalf of Declarant in:

- (i) Each of the Units and Controlled Facilities that are a part of a Unit for two (2) years from the date each Unit is conveyed by Declarant to a bona fide purchaser; and
- (ii) All of the Controlled Facilities that are not part of a Unit and all Common Facilities for two (2) years, except facilities which have been dedicated to a municipality, municipal authority or other governmental unit.

There are no other warranties, express or implied, on any of the structures, fixtures or appliances in the Units or Common Elements, except as may be provided by manufacturers or specifically provided by the Declarant in the Purchase Agreement for a Unit.

Except for any manufacturers' warranties and any limited warranty that may be provided, and except for the warranties provided pursuant to the Act, **DECLARANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND THE UNIT AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT.** By accepting a Deed to a Unit, a Unit purchaser acknowledges and accepts such disclaimer and agrees to waive any and all rights such purchaser may have by virtue of any of such representations and warranties.

12. **LITIGATION OR UNCURED VIOLATIONS INVOLVING THE ASSOCIATION OR THE PLANNED COMMUNITY**

As of the effective date of this Public Offering Statement there are no judgments against the Association, nor is it a party to any pending litigation. The Declarant has no actual knowledge of any currently pending litigation that would have any material effect on

the Community or the Project Property. Furthermore, the Declarant has no notice of any outstanding and uncured violations of any governmental requirements.

13. **DEPOSITS UNDER PURCHASE AGREEMENTS**

Any deposit made in connection with the purchase of a Unit from the Declarant, and required by the Act to be held in escrow, shall be held in an escrow account in accordance with Section 5408 of the Act and shall be returned to the purchaser if the purchaser cancels his contract pursuant to Section 5406 of the Act. Notwithstanding the foregoing, the Declarant, in lieu of escrowing purchaser deposits, may obtain and maintain a corporate surety bond or an irrevocable letter of credit until all deposits received by Declarant have been deposited in escrow, or properly credited or refunded to a purchaser, as applicable, all in accordance with Section 5408 of the Act.

14. **RESTRICTIONS ON TRANSFERABILITY OR USE OF UNITS IN THE COMMUNITY**

A. **Restrictions on Resale and Leasing**

There are no restrictions imposed by the Declaration upon the resale of a Unit in the Community by its owner, and there is no right of first refusal with respect to such a resale reserved in the Declaration for the benefit of the Association. All Unit resales by a Unit Owner other than Declarant are subject to Section 5407 of the Act, which sets forth certain disclosure requirements that must be met by the Owner selling his Unit and/or by the Association.

Article X of the Declaration provides certain requirements that must be met for leasing of Units in the Community. These limitations include the following:

(a) No Residential Unit may be leased for an initial term of less than twelve (12) months.

(b) All leases must be in writing and are subject to the requirements of the Community Documents and the Association. A default under the Community Documents will constitute a default under the lease.

(c) A Unit Owner shall deliver a copy of the Community Documents to the tenant at the time the lease is executed and the tenant shall sign a receipt therefor. Copies of any amendment(s) to such documents shall be delivered by the Unit Owner to the tenant if the amendment(s) affect the tenant's occupancy of the Unit.

(d) A Unit Owner must provide the Executive Board with the name(s) of the tenants, the address of the leased Unit, the number of occupants of the Unit, such other information in connection with the lease as may reasonably be required by the Executive Board, and a copy of the receipt referred to in (c) above within thirty (30) days after execution of the lease.

(e) Notwithstanding that a lease may require the tenant to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provisions will not relieve the Unit Owner of his obligation for payment of same in the event that the tenant fails to do so.

The foregoing lease restrictions are not applicable to the Declarant, or to a mortgagee that is either in possession of a Unit or is a purchaser at a judicial sale.

B. Restrictions on Use of Units

In addition to the restrictions upon the use of Units in the Community discussed earlier in this Narrative (under the heading "General Description of Meeder"), the Community Documents impose the following restrictions on use:

(a) All Residential Units in the Community, except for any Units used by the Declarant or its designee as a model or sales or management office, are restricted to residential use. Any accessory uses that are customarily incidental to a residential use are subject to Township zoning regulations and the applicable provisions of the Community Documents. Non-Residential Units are restricted to non-residential uses that conform to applicable municipal requirements and to the Community Documents. All Units are to be maintained in a clean, sanitary, safe and attractive condition and in a good state of repair.

(b) Unit Owners must comply with all laws and governmental requirements and all restrictions contained in the Community Documents.

(c) Unit Owners may not obstruct the Common Elements in any way nor may Unit Owners store or place anything in or on the Common Elements without the prior written consent of the Executive Board.

(d) All garbage and trash must be disposed of in accordance with municipal regulations.

(e) No nuisance, or noxious, offensive or dangerous activity shall be carried on in any Unit or on the Common Elements.

(f) No Residential Unit Owner other than the Declarant or its designee may erect any sign, advertising poster or billboard on his Unit or any Limited Common Element that is visible from outside his Unit without prior written permission of the Architectural Control Committee, except as otherwise permitted by the Declaration, any Rules and Regulations or applicable law. Further Section 9.1.15 of the Declaration also sets forth limitations on erecting for sale and rent signs.

(g) Unit Owners having garages and/or driveways within the boundaries of their Units shall park their vehicles in their garages or driveways. Parking areas or spaces in the Community (other than those located within Unit boundaries or designated as Limited Common Elements appurtenant to specific Units), if any, are Common Facilities available to visitors, guests and invitees of Unit Owners and other third parties on a first come-first served basis, subject to the rights of the Executive

Board: (i) to promulgate Rules and Regulations regarding their use, (ii) to assign spaces to Unit Owners without allocating such spaces as Limited Common Elements, and (iii) to allocate spaces as Limited Common Elements as permitted by Section 3.2 of the Declaration. Cars parked in Unit driveways may not extend over sidewalks or into alleys.

(h) Only customary household pets may be kept in a Unit.

Purchasers of Units within the Community should refer to Articles VI and IX of the Declaration for the complete text of use restrictions for the Community.

15. **ASSOCIATION INSURANCE**

The Association will obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part, insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date, all in accordance with the provisions of Section 5312 of the Act. Personal property owned by the Association shall be insured for an amount equal to its actual cash value. The premium for any such insurance shall be paid by the Association, and each Unit Owner shall pay his share as part of his assessment for common expenses, subject to the remainder of this Section 15.

The Association will also carry a liability insurance policy to insure against liability arising out of the use, ownership or maintenance of the Common Elements, subject to the remainder of this Section 15. However, this policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

Each Unit Owner is solely responsible for obtaining property insurance for his Unit and the improvements located thereon and liability insurance with respect to claims arising out of the use and ownership of his individual Unit. Casualty and liability insurance are recommended for each Unit Owner to protect against fire or other damage to his Unit and personal property and to protect against liability claims arising from events occurring or conditions within the Unit.

The Association is also authorized to obtain directors' and officers' liability insurance and indemnification insurance, to the extent reasonably available and affordable, and a fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association.

The Executive Board of the Association is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

Further details regarding insurance are set forth in the Maintenance Summary attached to Exhibits portion of this Public Offering Statement.

Prospective Unit Owners are encouraged to discuss the Community's insurance coverage with their insurance agents and to provide the agents with a copy of the Declaration so that the Unit Owners' insurance coincides with the Association's policies without gaps or overlaps in coverage.

16. **EXPECTED FEES OR CHARGES FOR USE OF THE COMMON ELEMENTS AND OTHER FACILITIES WITHIN THE PLANNED COMMUNITY**

The Association reserves the right to establish and charge reasonable fees to the Unit Owners, occupants of the Community and owners and occupants of the Project Property, and their respective guests and invitees for the use of common facilities and any recreational facilities or community amenities that may be constructed within the Community and to establish Rules and Regulations in connection with such facilities.

17. **PRESENT CONDITION OF ALL STRUCTURAL COMPONENTS AND MAJOR UTILITY INSTALLATIONS**

All structural components and major utility installations within the Community will be new. The projected useful life of those components for which reserves will be maintained is detailed in the full budgets included in this Public Offering Statement.

18. **ENVIRONMENTAL MATTERS**

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

Additional information concerning environmental conditions affecting the Community may be obtained from the following:

Pennsylvania Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Phone: (412) 442-4000

U.S. Environmental Protection Agency
841 Chestnut Street
Philadelphia, PA 19107
Phone: (215) 597-9800

19. **SINKHOLES**

The Property is located in a region of Pennsylvania in which sinkhole formation occurs. A sinkhole is a subsidence feature characterized by downward movement of surface material that occurs naturally due to the physical and chemical weathering of certain types of bedrock, primarily limestone and dolomite. More information about these topics can be obtained from the website of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Topographic and Geologic Survey at www.dcnr.state.pa.us/topogeo. To the knowledge of Declarant, no sinkholes have been discovered on the Project Property. However, prospective Unit purchasers are advised to contact their insurance agent or carrier to determine whether their Unit Owner's insurance covers damage related to sinkholes. Such coverage is generally available in Pennsylvania.

20. **AMENDMENTS**

This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or otherwise required by the Act.

ANY INFORMATION OR DATA REGARDING THE COMMUNITY OR THE SUBJECT MATTER OF THIS PUBLIC OFFERING STATEMENT NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT, INCLUDING ANY INFORMATION CONTAINED IN WRITTEN ADVERTISEMENTS, ON INTERNET ADVERTISEMENTS OR ON INTERNET WEBSITES, MUST NOT BE RELIED UPON, AND DECLARANT SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY THEREFOR. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN, AND NOTHING IN THIS PUBLIC OFFERING STATEMENT MAY BE CHANGED OR MODIFIED ORALLY.

CERTIFICATION

I, PATRICK T. COOPER, being a Registered Professional Engineer (Pennsylvania License No. 042416-E), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, A Planned Community, located in Cranberry Township, Butler County, Pennsylvania (the "Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended, (the "Act"), as follows:

1. Introduction. Except as otherwise stated herein, all information pertaining to the Community that is required by Section 5210 of Act is contained in: (i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc. and dated January 4, 2019, which is being recorded in the Recorder's Office simultaneously with this Certification ("Meeder Plan"); and (ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, which is being recorded in the Recorder's Office simultaneously with this Certification (collectively, the "Plan"). All information pertaining to the Community and required by Section 5210 of the Act that is not contained in the Plan is set forth below.

2. Name. The name of the Community is "Meeder, A Planned Community."

3. Location; Dimensions. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan and are more particularly described on **Exhibit A** of the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, A Planned Community (the "Declaration") to which this certificate is appended.

4. Need Not Be Built. All proposed improvements shown on the Plan, including, without limitation, all streets, alleys, dwellings, trails, structures, parking areas, and buildings are classified as "NEED NOT BE BUILT" at this time. Without limiting the foregoing, the location of any improvement shown on any sheets of the Plan is subject to change without notice. Further amendments to the Plats and Plans may be recorded to further define, designate or allocate any Common Elements, including Limited Common Elements, upon completion of construction thereof.

5. Convertible Real Estate/Withdrawable Real Estate. The entirety of the Community, including without limitation, all streets, as shown on the Plan is hereby designated as Convertible Real Estate and Withdrawable Real Estate, as those terms are defined in the Declaration for the Community.

6. Additional Real Estate. The location and dimensions of all Additional Real Estate is more particularly described on **Exhibit E** of the Declaration.

7. Units. As of the date of this Certification, there are no Units in the Community. Therefore, there is no particular unit location, vertical or horizontal boundaries, or identifying number to describe. However, Declarant has reserved the right, under Article XX of the Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited

Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act.

8. Leasehold Real Estate. There is no real estate in which a Unit Owner will own only an estate for years.

9. Subject to Declarant right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

[Signature Page Follows]

Dated:

Patrick T. Cooper
Name:

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

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SS:

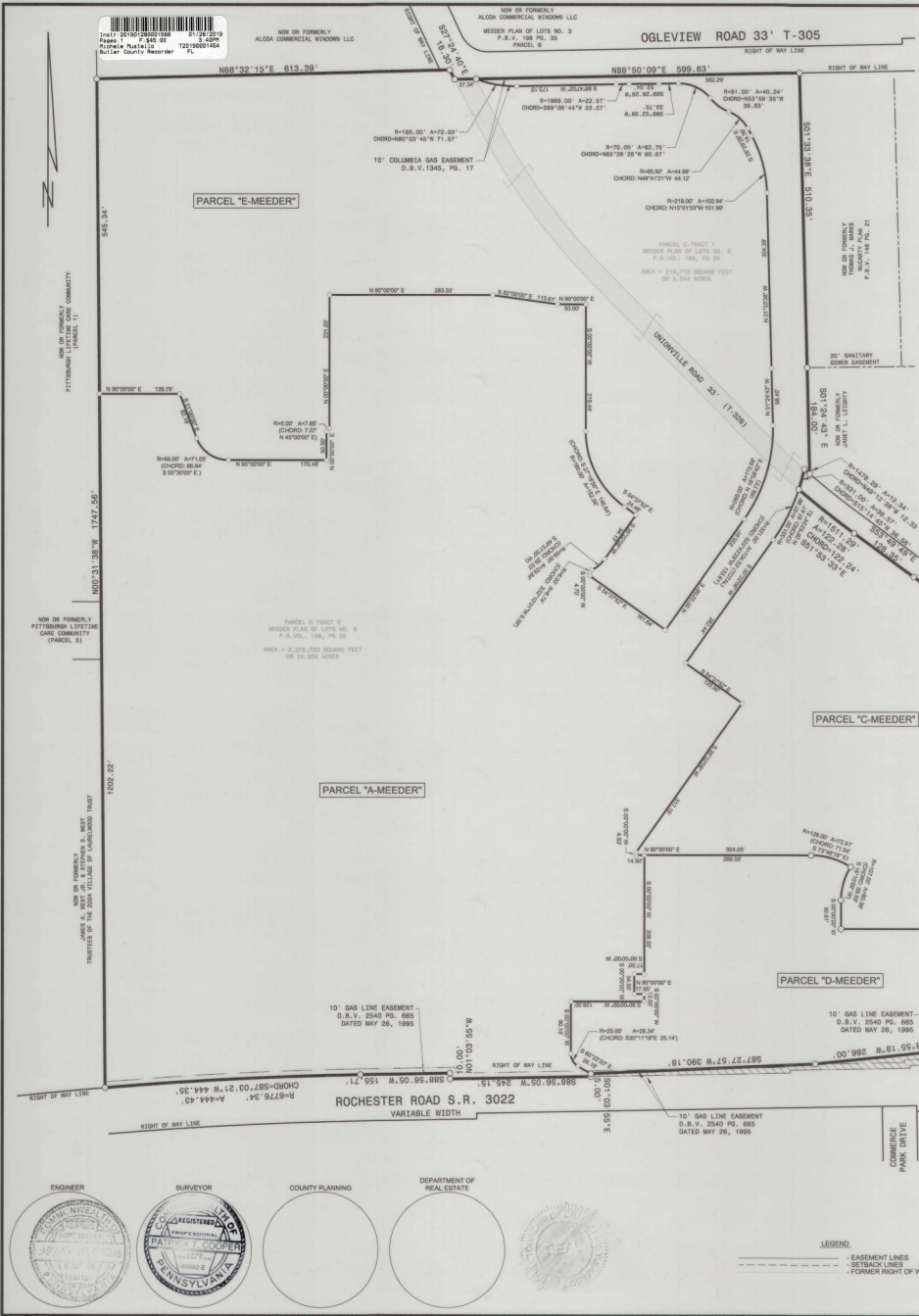
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Shelley M. Cardimen, Notary Public
South Park Twp., Allegheny County
My Commission Expires Dec. 11, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

On this, the 30th day of January, 2019, before me, the undersigned officer, personally appeared Patrick T. Cooper, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Shelley M. Cardimen
Notary Public

My Commission Expires: 12/11/2019



OWNERS ADOPTION
 WE, MEEDER FAMILY LP, OWNERS OF THE LAND SHOWN ON MEEDER HERSEY ADOPT THIS PLAN AS OUR PLAN OF LOTS AND IRREVOCABLY DEDICATE ALL STREETS AND OTHER PROPERTY IDENTIFIED FOR DEDICATION ON THE PLAN TO THE PUBLIC. THIS ADOPTION AND DEDICATION SHALL BE BINDING UPON OUR HEIRS, EXECUTORS, AND ASSIGNS.

John English
Lein-J Meeder 01-25-19
 MEEDER DEVELOPMENT, L.P. A PENNSYLVANIA LIMITED LIABILITY PARTNERSHIP, GENERAL PARTNER FOR MEEDER FAMILY LP

ACKNOWLEDGMENT
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA AND COUNTY OF BUTLER, PERSONALLY APPEARED THE ABOVE NAMED JOHN MEEDER REPRESENTATIVE OF MEEDER FAMILY LP, AND ACKNOWLEDGED THE FOREGOING ADOPTION AND DEDICATION TO BE THE ACT OF THE CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THIS 25th DAY OF JANUARY 2019

COMMISSION EXPIRES
 ON THE 15th DAY OF FEBRUARY 2020

Timothy J. Zelman
 Notary Public
 Cranberry Twp., Butler County
 My Commission Expires Dec. 11, 2020

CERTIFICATION OF THE MORTGAGE
 HERSEY CERTIFY THAT THE TITLE TO THE PROPERTY CONTAINED IN MEEDER IS IN THE NAME OF MEEDER FAMILY LP AND IS RECORDED IN INSTRUMENT NO. 20180201554. I FURTHER CERTIFY THAT THERE IS NO MORTGAGE, LEASE, OR OTHER ENCUMBRANCE AGAINST THE PROPERTY.

John English
Lein-J Meeder
 MEEDER DEVELOPMENT, L.P. A PENNSYLVANIA LIMITED LIABILITY PARTNERSHIP, GENERAL PARTNER FOR MEEDER FAMILY LP

SURVEYOR'S CERTIFICATION
 I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN HEREON ARE CORRECT AND ACCURATE TO THE STANDARDS REQUIRED.

John English
 DATE: 1/26/19
 REG. NO. 120081925
 REG. NO. 120081925

MUNICIPAL DECLARATIONS
 THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY, HERSEY GIVES NOTICE THAT BY APPROVING THIS PLAN FOR RECORDING, THE TOWNSHIP OF CRANBERRY HAS NOT ACCEPTED DEDICATION OF ANY STREETS, LAND OR PUBLIC PROPERTY HAS BEEN APPROVED IN ACCORDANCE WITH THE REGULATIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

TOWNSHIP OF CRANBERRY ADDRESS NOT TO ISSUE BUILDING PERMITS UNTIL THE "PLANNING MODULE FOR LAND DEVELOPMENT" HAS BEEN APPROVED IN ACCORDANCE WITH THE REGULATIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

John English
 DATE: 1/25/19

CITY REVIEW AND APPROVAL STATEMENTS
 APPROVED BY THE BOARD OF SUPERVISORS OF CRANBERRY BY RESOLUTION NO. 2018-11 ON THE 17th DAY OF JANUARY, 2019.

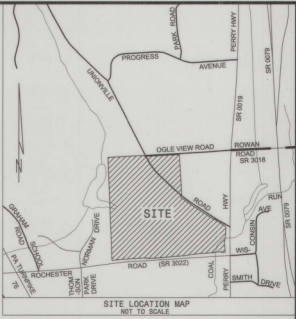
John English
 DATE: 1/28/19

BUTLER COUNTY PLANNING COMMISSION REVIEW STATEMENT
 REVIEWED BY THE BUTLER COUNTY PLANNING COMMISSION ON THIS 17th DAY OF JANUARY 2019.

Frank Dany
 SECRETARY

PROOF OF RECORDING
 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, IN PLAN BOOK VOLUME 376, PAGE 8.

Michelle M. Mustello
 RECORDER OF DEEDS



MICHELE M. MUSTELLO
 RECORDER OF DEEDS
 My Commission Expires First Monday in January 2023



- NOTES:**
- 1) THE SUBJECT PROPERTY LIES IN AREA ZONE X, AREA OF MINIMAL FLOOD-HAZARD, & ZONE AE WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 0.1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE / FUTURE CONDITIONS 1% ANNUAL CHANCE FLOOD HAZARD AS DEPICTED ON FLOOD INSURANCE RATE MAP NUMBER 42019005000, MAP REVISED AUGUST 2, 2018.

EXISTING AREAS

EXISTING PARCEL C IN MEEDER PLAN OF LOTS NO. 3 = 2,595,426 SQ. FT. OR 59.583 ACRES
 UNIONVILLE ROAD RIGHT OF WAY = 30,115 SQ. FT. OR 0.691 ACRES
 TOTAL AREA = 2,625,541 SQ. FT. OR 60.274 ACRES

MEEDER - PLAN AREA SUMMARY

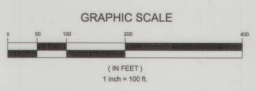
PARCEL "A"-MEEDER = 1,232,842 SQ. FT. OR 28.302 ACRES
 PARCEL "B"-MEEDER = 122,206 SQ. FT. OR 2.806 ACRES
 PARCEL "C"-MEEDER = 366,950 SQ. FT. OR 8.424 ACRES
 PARCEL "D"-MEEDER = 231,234 SQ. FT. OR 5.308 ACRES
 PARCEL "E"-MEEDER = 672,309 SQ. FT. OR 15.434 ACRES (INCLUDES UNIONVILLE ROAD RIGHT OF WAY)
 TOTAL AREA = 2,625,541 SQ. FT. OR 60.274 ACRES

GATEWAY
 The Gateway Engineers, Inc.
 Full-Service Civil Engineering & Surveying
 100 McMorris Road, Pittsburgh, PA 15205
 gatewayengineers.com 855-634-9284

MEEDER
 BEING A SUBDIVISION OF PARCEL C IN MEEDER PLAN OF LOTS NO. 3, AS RECORDED IN P.B. 198, PG. 35

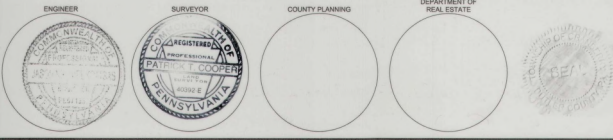
SITUATE IN
CRANBERRY TOWNSHIP
BUTLER COUNTY, PA

MEEDER FAMILY LP
 A PENNSYLVANIA LIMITED PARTNERSHIP

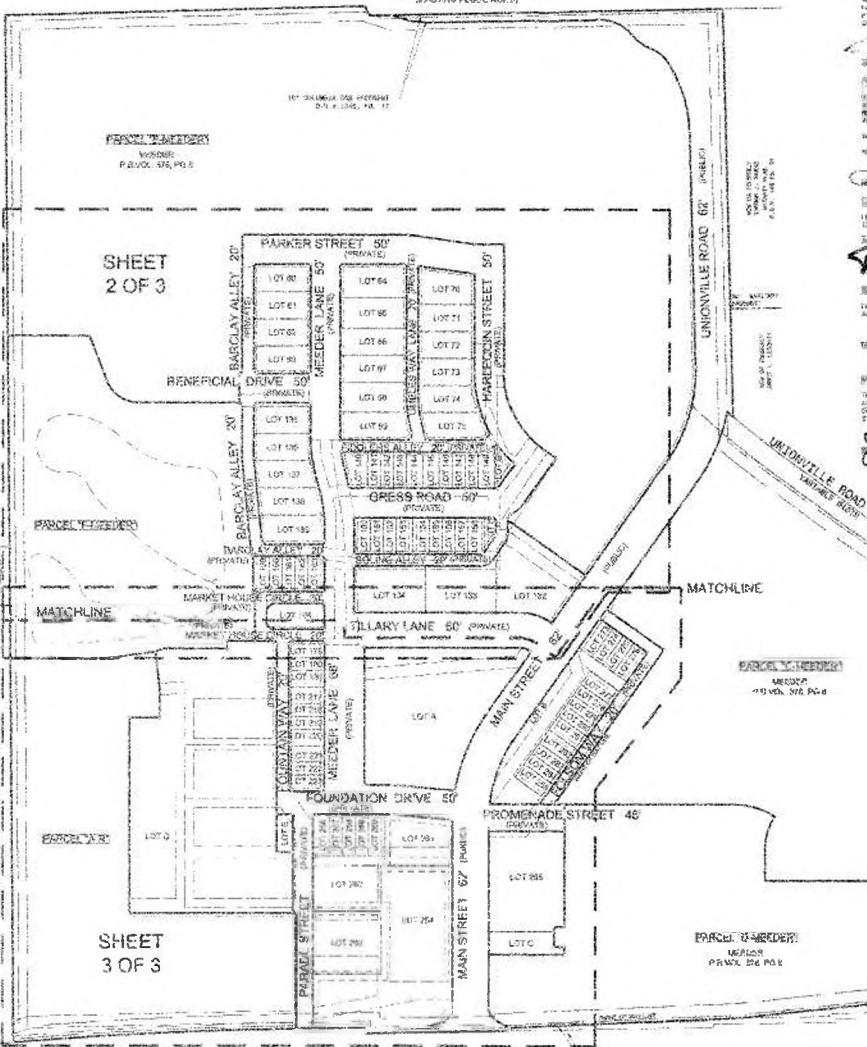


LEGEND

- EASEMENT LINES
- SETBACK LINES
- FORMER RIGHT OF WAY LINE



OGLEVIEW ROAD T-305 VARIABLE WIDTH
EXISTING PUBLIC ROAD



OWNER'S ACKNOWLEDGMENT
I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property described herein.

NOTARIAL STATEMENT
I, the undersigned, a Notary Public in and for the State of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original as presented to me for recording.

NOTARIAL SIGNATURE
[Signature]

NOTARIAL OFFICE
[Address]

PLANNING BOARD AND APPEALS STATEMENT
The Planning Board of the Township of Cranberry, Butler County, Pennsylvania, has reviewed the application for the proposed subdivision and has recommended that the same be approved.

RESOLUTION
The Board of Supervisors of the Township of Cranberry, Butler County, Pennsylvania, has reviewed the application and has resolved that the same be approved.

RECORDING STATEMENT
This document is a true and correct copy of the original as presented to me for recording.

NOTARIAL SIGNATURE
[Signature]

NOTARIAL OFFICE
[Address]



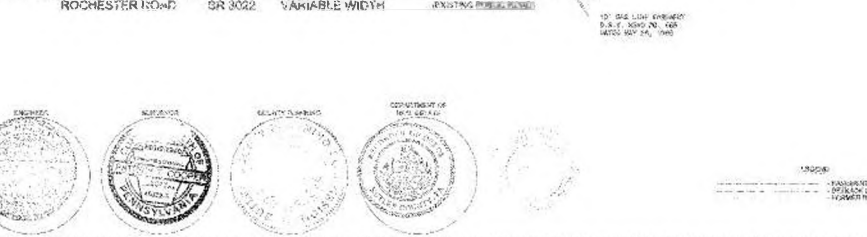
NOTES

1. ALL LOTS SHALL BE CONVEYED TO THE GRANTEE BY DEEDS OF CONVEYANCE.
2. ALL LOTS SHALL BE CONVEYED TO THE GRANTEE BY DEEDS OF CONVEYANCE.
3. ALL LOTS SHALL BE CONVEYED TO THE GRANTEE BY DEEDS OF CONVEYANCE.
4. ALL LOTS SHALL BE CONVEYED TO THE GRANTEE BY DEEDS OF CONVEYANCE.
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9. ALL LOTS SHALL BE CONVEYED TO THE GRANTEE BY DEEDS OF CONVEYANCE.
10. ALL LOTS SHALL BE CONVEYED TO THE GRANTEE BY DEEDS OF CONVEYANCE.

LOT #	AREA (SQ FT)	AREA (SQ YD)	LOT #	AREA (SQ FT)	AREA (SQ YD)
LOT 1	1,234	0.028	LOT 11	1,234	0.028
LOT 2	1,234	0.028	LOT 12	1,234	0.028
LOT 3	1,234	0.028	LOT 13	1,234	0.028
LOT 4	1,234	0.028	LOT 14	1,234	0.028
LOT 5	1,234	0.028	LOT 15	1,234	0.028
LOT 6	1,234	0.028	LOT 16	1,234	0.028
LOT 7	1,234	0.028	LOT 17	1,234	0.028
LOT 8	1,234	0.028	LOT 18	1,234	0.028
LOT 9	1,234	0.028	LOT 19	1,234	0.028
LOT 10	1,234	0.028	LOT 20	1,234	0.028



RECORDING INFORMATION
FILED IN: [County]
BOOK: [Number]
PAGE: [Number]



NOTARIAL STATEMENT
I, the undersigned, a Notary Public in and for the State of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original as presented to me for recording.

NOTARIAL SIGNATURE
[Signature]

NOTARIAL OFFICE
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NOTARIAL SIGNATURE
[Signature]

NOTARIAL OFFICE
[Address]

GATEWAY
The Gateway Engineers, Inc.
Full-Service Civil Engineering & Surveying
101 Amador Road, Pottsville, PA 17855
www.gatewayinc.com

MEEDER PLAN PHASE ONE
STATE A SUBDIVISION OF 7 LOTS, TOGETHER WITH ACCESS, AS DESCRIBED IN PAR. 1 OF E.C.

CRANBERRY TOWNSHIP
BUTLER COUNTY, PA

ROCHESTER ROAD INVESTMENT CO.

PLAN BOOK 376 PAGE 10

GRAPHIC SCALE
1" = 100'

