

# Bradford Estates HOA

## BRADFORD ESTATES, A PLANNED COMMUNITY

### PUBLIC OFFERING STATEMENT

Fishing Creek Valley Associates, L.P., of 7100 Fishing Creek Valley Road, Harrisburg, Pennsylvania is the Declarant for Bradford Estates, a planned community ("Bradford"), located along Sarhelm Road, West Hanover Township, Dauphin County, Pennsylvania. As a new development, there is no principal address for Bradford at this time and all written communication should be addressed and sent to the Declarant.

### STATEMENT TO PURCHASER

Pursuant to Pa.C.S.§5402(a) (13)

A. Within fifteen (15) days after receipt of this Public Offering Statement, or an amendment to this Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract of a Unit from a declarant.

B. If a declarant fails to provide this Public Offering Statement and any amendments to purchaser before conveying a Unit to the purchaser, the purchaser may recover from the declarant damages as provided in Pa.C.S.§5406(c) of an amount equal to five percent (5%) of the sales price of the Unit up to a maximum of \$2,000.00 or actual damages, whichever is greater, in addition to any other relief provided at law. 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 fifteen (15) 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.

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### ARTICLE I. Definitions

The following terms, when used in this public offering statement, shall have the meanings specified below:

"Act" means the Uniform Planned Community Act, 68 Pa.C.S. §5101 *et seq.*

"Association" means Bradford Estates Homeowners Association, Inc.

"Declarant" means Fishing Creek Valley Associates, L.P., or any successor or assign thereof designated as successor Declarant in the deed of conveyance or other duly recorded document.

"Initial purchaser" shall mean a Unit owner who purchases a Unit from Declarant.

"Subsequent purchaser" shall mean any Unit owner who purchases a Unit from an initial purchaser or a subsequent owner of a Unit.

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### ARTICLE II. The Planned Community

Section 1. Bradford is a residential flexible planned community within the meaning of the Act and will consist of single family detached and townhome type Units, and townhome type units will be grouped together in multiple buildings. Construction is designed to occur in seven (7) phases beginning with Phase II and subsequent phases may follow in any order and will be located within Additional Real Property of Bradford Construction on Phase II, consisting of 52 town home type Units and 26 single-family detached type Units, is scheduled to begin during the summer of 2002 and all buildings, Units and amenities in the planned community are scheduled to be completed by the summer of 2010. Pursuant to the Act, Declarant reserves the right to extend construction on subsequent phases at Bradford as necessary and also reserves the right to add Additional Real Property to the planned community. Prior to conveyance of a Unit to a Purchaser, Declarant will complete construction of such Unit and any common element necessary for use and enjoyment of such Unit (e.g., driveway, parking area, etc.).

Section 2. The Final Subdivision Plan sheets or selected sheets for Bradford Estates - Phase II are attached to the Declaration, a copy of which Declaration is attached hereto as attachment "A". The number and type of units in each phase varies, but a maximum number of two hundred fifty (250) Units may be created in Bradford; 52 townhome type Units and 26 single family detached Units must be built in Phase II and a combined maximum number of one hundred seventy-two (172) Units may, but need not be built in the remaining Phases.

Section 3. Declarant does not intend to rent or market any blocks of units to the investors. Declarant will provide real estate for common elements, at no cost to the Association, but will construct improvements only on the portion of the common area which is the entrance to the community, or as otherwise specified herein or in the Declaration (see attachment "A") (e.g. detention ponds and roads).

Section 4. The planned community shall not become, nor become part of, a master association as defined in the Act.

Section 5. Bradford Estates Homeowners Association, Inc. shall manage the planned community in compliance with this Declaration, its Bylaws, and applicable laws.

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### ARTICLE III. Significant Features of Certain Documents

Section 1. Declaration: The Declaration (see Attachment "A") is a document recorded in public records maintained by the Dauphin County Recorder of Deeds. The content of the Declaration complies with the requirements of the Act and the significant features include: legally sufficient descriptions of real estate comprising Bradford; that seventy-eight (78) Units will be created in phase II in a combined maximum of an additional one hundred seventy-two (172) Units may, but need not be created in the Additional Real Property of Bradford, which maximum number is subject to change by Declarant pursuant to the Declaration until recording of the land development plans for each of the next Phases of Bradford; the obligations of the Association with respect to facilities, common to or controlled by the Association include snow removal, maintenance of lawns and shrubbery for all town home Units (but not for single-family detached Units), maintenance of the entrance area and detention basins or ponds, maintenance and snow removal of private roads and driveways for townhome Units (but not for driveways to single-family detached Units) (the Declarant will maintain other roads in the development until such maintenance is accepted by the Township); voting requirements and restrictions and allocation of one vote to each Unit and no cumulative or class voting; common expense allocations by fraction or percentage to each Unit; rules, regulations, and other restrictions applicable to Bradford (e.g. only animals allowed or domestic pets; restrictions for commercial and other non-passenger vehicles, boats, and trailers; no fences (except as permitted for single-family detached Units as provided in Declaration); no unauthorized cutting or removal of trees or shrubs; no town home Unit may have a swimming pool; no business activity (except as permitted in Declaration); restricted use of signs; and, restrictions on placement of a satellite dish or other TV antenna devices); reference to use or existence of any easements including easements common to all Units for utility service; requirement for initiation fee to be collected at sale of any Unit; limited liability of Executive Board and Officers of the Association; and any rights reserved unto the Declarant.

Section 2. Bylaws. The Bylaws of the Association (see Attachment "B") are maintained by the Association and contain all provisions required by the Act, the significant features of which include: the number of Executive Board Members stating that initially, there will be five (5) Members appointed by the Declarant and providing the number of appointed Members to decline according to the predetermined quantities of Units sold; the number and title of Officers shall at least included President, Vice President, Secretary, and a Treasurer, providing that with the exception of President, a person may hold more than one office and no Officer shall be compensated as such (excluding reimbursement of the out-of-pocket expenses); the election of Officers by the Executive Board and the procedure for removal and filling of vacancies; identification of any powers to be delegated by the Executive Board and/or the Officers; identification of any Officer with specific authority to amend the Declaration; the procedure for amending the Bylaws; notice requirements for and conduct at Association meetings; obligations of the Association including preparation and distribution of Association's budget, assessment of common expense liabilities and other authorized fees against a Unit and collection thereof, payment of common expenses, and the obligation to maintain the Association's records: quorum and voting requirements; and, providing that failure to pay fees assessed against a Unit will subject such Unit to a lien

Section 3. Rules and Regulations: The Association shall promulgate rules and regulations from time-to-time, which shall be consistent with the Bylaws and the Declaration. A copy of the current Rules and Regulations is attached hereto as attachment "C".

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Section 4. Agreement of Sale. The Bylaws of the Association (see Attachment "B") are maintained by the Association and contain all provisions required by the Act, the significant features of which include: the number of Executive Board Members stating that initially, there will be five (5) Members appointed by the Declarant and providing the number of appointed Members to decline according to the predetermined quantities of Units sold; the number and title of Officers shall at least included President, Vice President, Secretary, and a Treasurer, providing that with the exception of President, a person may hold more than one office and no Officer shall be compensated as such (excluding reimbursement of the out-of-pocket expenses); the election of Officers by the Executive Board and the procedure for removal and filling of vacancies; identification of any powers to be delegated by the Executive Board and/or the Officers; identification of any Officer with specific authority to amend the Declaration; the procedure for amending the Bylaws; notice requirements for and conduct at Association meetings; obligations of the Association including preparation and distribution of Association's budget, assessment of common expense liabilities and other authorized fees against a Unit and collection thereof, payment of common expenses, and the obligation to maintain the Association's records: quorum and voting requirements; and, providing that failure to pay fees assessed against a Unit will subject such Unit to a lien

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### ARTICLE IV. Declarant's Disclosures

Section 1. Bradford is subject to a series of mortgages in favor of Fulton Bank, all of which have been recorded as required by law and which terms provide for the release of a Unit from said mortgage before or contemporaneously with the sale of the Unit to a purchaser.

Section 2. There are no judgments against the Association, nor is the Association a party to any pending lawsuit. Declarant has no actual knowledge of any pending lawsuit material to Bradford.

Section 3. The following permits and approvals necessary for the use and occupancy of the property have been obtained:

See Attachment (E)

Additional permits or approvals may be required for the use of occupancy of the Units in Bradford and all permits will be obtained by Declarant, at the Declarant's expense, throughout construction of each phase of the development.

Section 4. Declarant has completed financial arrangements, including letters of credit were required, sufficient to allow the completion of all improvements labeled "MUST BE BUILT" on the plats and plans attached to the Declaration (see Final Subdivision Plan sheets, attached as an Exhibit to the Attachment "A" hereto).

Section 5. Declarant makes all warranties required by the Act, including but not limited to the warranty against structural defects stated in 68 Pa.C.S §5411. Warranties of title will be set forth in deeds of special warranty conveying ownership to Unit owners.

Section 6. Each Unit owner shall ensure the owner's unit. The following insurance coverage is provided or intended to be provided for the benefit of Unit owners:

(a) By Declarant: comprehensive general liability insurance on all property owned or controlled by Declarant; and,

(b) By Association: (i) Property insurance on common facilities, to the extent they can be insured separately; and (ii) Comprehensive general liability insurance on the common facilities, in an amount to be determined by the Executive Board, but not less than \$100,000.

Section 7. The structural components and utility installations on the Property consist of gas, water, sewer, and other lines to be installed throughout the Property during the course of construction. There are not now nor will there be electric power substations, water treatment plants, or other major utility installations on the Property. The only major structures to be constructed on the Property are the townhome type Units, the single-family type Units, associated detention basins and roadways as depicted on the plats and plans attached to the Declaration (see Final Subdivision Plan Sheets attached as an Exhibit to Attachment "A" hereto).

Section 8. There are no outstanding nor uncured notices of violations of governmental requirements.

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Section 9. Except as otherwise stated below, Declarant has no knowledge of any of the following:

(a) Hazardous conditions, including contamination, affecting the planned community site, by hazardous substances, hazardous wastes or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances.

(b) Any investigation conducted to determine the presence of hazardous conditions on or affecting the planned community site.

(c) Any finding or action recommended to be taken in the report of any such investigation or by any governmental body, agency, or authority, in order to correct any hazardous conditions or any action taken pursuant to those recommendations.

Information concerning environmental conditions affecting the planned community site, if any, may be obtained at:

U.S. Environmental Protection Agency  
Regional Office  
841 Chestnut Street  
Philadelphia, PA 19107  
(215) 566-5000

Pennsylvania Department of Environmental Protection  
(Regional Office)  
Rachel Carson State Office Building  
400 Market Street  
P.O. Box 8472  
Harrisburg, PA 17105  
(717) 787-7381

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### ARTICLE V. Declarant's Obligations and Rights

Section 1. Deposits made in connection with the purchase of a Unit will be held in an escrow account in accordance with 68 Pa.C.S. §5408 and will be returned to the purchaser in the event a contract is canceled pursuant to §5406.

Section 2. Declarant it is obligated to complete the following amenities:

- (a) landscaping, signs and lighting at the entrance to the community located in a common area; and,
- (b) roads and rights of way; and,
- (c) sewer and stormwater management and other infrastructure.

The financing to complete the above has been obtained by Declarant and is included within a series of mortgages in favor of Fulton Bank as referenced in Article IV above. The common areas subsequently will be transferred to the Association, which will be responsible for the maintenance and all other aspects of these common areas including private drives and roads (except that maintenance of roads which are dedicated to the Township shall then be the responsibility of the Township). The roads, rights of way, sewer and stormwater management, and other infrastructure will be contained within appropriate easements and subsequently will be maintained by the Township and the various and respective utility companies.

Section 3. Declarant reserves the right in the Declaration to designate portions of the planned community as common elements. These portions shall be owned by Declarant until conveyed to the Association. They shall be conveyed at no monetary consideration (i.e. no cost) so as to have minimal impact on the budget of the Association and the common expenses paid by Unit owners. Declarant will convey the property, and the Association will accept delivery of a deed therefore, not later than the date of conveyance or lease of the last Unit which Declarant owns in the planned community. Declarant will not improve property to be designated as a common element, other than the entrance area, but will make suggestions for how the Association might improve the property when it takes possession. The conveyance of the unimproved property is expected to have a minimal impact on the budget of the Association and common expense liability of Unit Owners.

Section 4. Homeowners Association. An initial Executive Board of the Homeowners Association consisting of five (5) members shall be appointed by Declarant.

(a) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, at least one (1) member of the Executive Board and not less than 25% of the Executive Board shall be elected by Unit Owners other than Declarant.

(b) Not later than sixty (60) days after the conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than the Declarant, not less than 33% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

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(c) Not later than sixty (60) days after the conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant, the members of the Executive Board shall be elected by Unit Owners, including the Declarant.

(d) Consistent with the foregoing, for a period of time not to exceed seven (7) years after the date of the first conveyance of a Unit to a person other than a Declarant, or the earlier of: one (1) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than a Declarant; or, (2) two (2) years after all declarants have ceased to offer Units for sale in the ordinary course of business; or, (3) two years after any development right to add new Units was last exercised; Declarant may, at its option, control the Association, and shall specifically have the power to appoint and remove officers and members of the Executive Board (the "Declarant Control Period"). Further, Declarant may voluntarily surrender such right to appoint and remove officers and members of the Board before expiration of the Declarant Control Period, and in that event, Declarant, by recording an instrument with the Dauphin County Recorder of Deeds, may require that certain specified future actions of the Board as specified in such recorded instrument shall not become effective unless approved by Declarant.

Section 5. A current balance sheet and a projected budget for the Association is attached hereto as attachment "F". During the Declarant Control Period, Declarant shall pay the difference, if any, between the Association's actual expenses and its actual revenues.

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### ARTICLE VI. Purchasers' Rights and Obligations

Section 1. All initial and subsequent purchasers of any Unit in Bradford will pay an initiation fee for the benefit of the Association. The Association may use this amount for any purpose for which the Association is authorized to incur expenses. The amount of the initiation fee is currently \$200.00 which was calculated by vote of the Executive Board. This fee may be changed from time to time by vote of the Executive Board.

Section 2. Declarant will not charge Unit owners any fees or charges for the use of the common elements relating to the planned community. The Executive Board may impose such fees and charges if and when it decides to improve the common elements.

Section 3. No Unit owner shall convey a Unit in Bradford without collecting the initiation fee for the benefit of the Association and paying said fee over to the Association.

Section 4. Each Unit shall have one vote. There shall be no cumulative or class voting.

Section 5. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association, respectively, in accordance with the provisions of 68 Pa.C.S §5307, except as expressly set forth to the contrary herein.

Section 6. All units will be assessed a monthly fee ("common expense liability") for the maintenance of common elements, lawn and shrubbery maintenance (except that no lawn and shrubbery maintenance shall be provided for the single-family detached type Units) and snow removal for snow events in which the cumulative snowfall exceeds three (3) inches, and for other operations and activities of the Association as provided for in the Declaration. The Association has a lien on a Unit for any assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Currently the monthly fee is as stated in the projected Budget (see attachment "F")

Section 7. Detention basins or ponds may be located in the community as a common element. Maintenance of these basins or ponds as is the responsibility of the Association. The Association shall have the right to enter upon the property for purposes of maintaining the detention basins or ponds.

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**ARTICLE VII. Amendments**

Section 1. Declarant will amend the Public Offering Statement as required by 68 Pa.C.S. §5402 (c).

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Fishing Creek Valley Associates, L.P.  
A Pennsylvania limited partnership

By: \_\_\_\_\_  
REY, Inc. a Pennsylvania corporation  
Managing General Partner  
By: Richard E. Yingst, Jr., President

Attachments "A" through "F" follow this page.