

**Every Prospective Purchaser Should Read This
Document Carefully for His or Her Own Protection**

PUBLIC OFFERING STATEMENT

FOR

**WOODS EDGE
A PLANNED COMMUNITY**

NAME OF PLANNED COMMUNITY: WOODS EDGE OF ELIZABETHTOWN

LOCATION OF COMMUNITY WEST DONEGAL TOWNSHIP
LANCASTER COUNTY, PENNSYLVANIA

NAME AND ADDRESS OF DECLARANT: WOODS EDGE OF ELIZABETHTOWN, LLC
48 S. MARKET STREET
ELIZABETHTOWN, PA 17022

EFFECTIVE DATE OF PUBLIC OFFERING
STATEMENT: February 15, 2007, amended September 1, 2010

**EVERY PROSPECTIVE PURCHASER OF A NEW HOME TO BE CONSTRUCTED
WITHIN WOODS EDGE IS HEREBY NOTIFIED AS FOLLOWS:**

(i) **A PROSPECTIVE PURCHASER IS ENTITLED TO RECEIVE A
COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO ENTERING INTO AN
AGREEMENT OF SALE OR, IN THE ALTERNATIVE, IF A PURCHASER HAS
ENTERED INTO AN AGREEMENT OF SALE PRIOR TO RECEIVING A PUBLIC
OFFERING STATEMENT (OR AN AMENDMENT TO THE PUBLIC OFFERING
STATEMENT WHICH MATERIALLY OR ADVERSELY AFFECTS THE RIGHTS OR
OBLIGATIONS, OR BOTH, OF THE PURCHASER), THEN THE PURCHASER,
BEFORE CONVEYANCE, MAY CANCEL THE CONTRACT OF SALE WITHIN
SEVEN (7) DAYS AFTER RECEIVING THE PUBLIC OFFERING STATEMENT OR
ANY SUCH AMENDMENT THERETO.**

(ii) **IF A DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING**

STATEMENT AND ANY AMENDMENTS THERETO TO A PURCHASER BEFORE CONVEYING A UNIT, THE PURCHASER MAY RECOVER FROM THE DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT (“ACT”) (RELATING TO PURCHASER’S RIGHT TO CANCEL).

(iii) IF A DECLARANT FAILS TO PROVIDE A PURCHASER TO WHOM A UNIT IS CONVEYED WITH A PUBLIC OFFERING STATEMENT AND ALL AMENDMENTS THERETO AS REQUIRED BY SECTION 5406(a) OF THE ACT, THE PURCHASER, IN ADDITION TO OTHER RELIEF, IS ENTITLED TO RECEIVE FROM THE DECLARANT AN AMOUNT EQUAL TO FIVE (5%) PERCENT OF THE SALE PRICE OF THE UNIT UP TO A MAXIMUM OF TWO THOUSAND (\$2,000.00) DOLLARS OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT. 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.

(iv) IF YOU ARE ENTITLED TO CANCEL YOUR AGREEMENT OF SALE AND YOU ELECT TO DO SO, YOU MUST CANCEL YOUR AGREEMENT OF SALE BY HAND DELIVERY OR MAILING, BY PRE-PAID U.S. MAIL AT THE ADDRESS SET FORTH ON THE PREVIOUS PAGE, A NOTICE OF CANCELLATION TO THE DECLARANT OR THE DECLARANT’S AGENT FOR DELIVERY WITHIN THE SEVEN DAY PERIOD STATED ABOVE.

(v) IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT 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 AFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

INTRODUCTION

This Public Offering Statement is designed to disclose the information specified in Chapter 54 of the Act to help prospective purchasers make informed decisions about whether to purchase a Unit from the Declarant. This Public Offering Statement consists of two separate parts, the Narrative and the Appendices. This first part, the narrative, summarizes the significant features of Woods Edge and presents information required under the Act to be given to prospective purchasers. The Narrative contains descriptions of various aspects of the Community, significant features of the documentation by which the Community is created and under which it will be governed, warranty and insurance coverage information, and additional information of importance and interest to prospective purchasers.

This narrative is intended to provide only an introduction to the planned community and not a complete or detailed discussion. For that reason, the Appendices should be reviewed in depth, and if there should be any inconsistency between information in this part of the Public Offering Statement and information contained in the Appendices, the Appendices will govern.

The other part, consisting of Appendices, includes the following: the Declaration of Covenants, Conditions and Restrictions; a copy of the Articles of Incorporation of the Woods Edge of Elizabethtown Homeowners Association; the proposed By-Laws for the Woods Edge of Elizabethtown Homeowners Association; the Agreement of Sale; and a projected budget for the first year of operation of the Association. The projected budget is for the first fiscal year of the Association and is based on the assumption that there will be a total of at least 58 Units created in the Community and that the roads within the Community, other than Stonecrest Trail, will be accepted by the Township for dedication.

Terms in the Public Offering Statement that are not specifically defined herein shall have the meanings provided in the Act or in the attached forms of the Declaration, By-Laws and Agreement of Sale.

All portions of this Public Offering Statement will have a direct and important impact upon purchasers of Units and should be carefully reviewed before signing an Agreement of Sale.

ANY INFORMATION OR DATA CONCERNING THE COMMUNITY WHICH IS NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. THE DECLARANT HAS NOT AUTHORIZED ANY AGENT, REPRESENTATIVE OR OTHER PERSON TO MAKE CHANGES IN OR TO INTERPRET THE LEGAL EFFECT OF ANY OF THE ATTACHED DOCUMENTS, OR TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS PUBLIC OFFERING STATEMENT.

1. Name and Principal Address of Declarant and of the Planned Community.

The name and principal address of the Declarant is on the first page of this Public Offering Statement, as is the location of the Planned Community. Generally, the Declarant has obtained all approvals for development of the subject property for a semi-detached community to be known as Woods Edge of Elizabethtown (“Woods Edge”), to consist of at least 58 dwellings within 29 buildings. Woods Edge of Elizabethtown, LLC, will be responsible for construction of the site improvements to serve the community. Ronald H. Rohrer, Inc. and Carl M. Hurst (“Approved Builders”) have been chosen to construct the dwelling units on each of the “footprint” lots and be responsible for conveyance of the finished home to each prospective homeowner.

2. Planned Communities in General.

The term “planned community” refers to a form of property ownership. Property which is owned as a planned community contains two distinct types of property: Units and Common Elements. Units are portions of a planned community which are set aside for individual ownership. The Units will be owned in fee simple by Purchasers. Common Elements are comprised of Common Facilities and Controlled Facilities. The Common Facilities are all portions of a planned community that are not included within the Units. Common Facilities include land and the improvements and amenities located on such land. Controlled Facilities are portions of certain Units over which the Association has control and certain responsibilities, including maintenance responsibilities, established pursuant to the Declaration, but no ownership interest.

The ownership of a Unit gives the Owner the right, subject to certain limitations and conditions, to participate in the control and management of the Common Elements through the Association, which will be the actual owner of the Common Elements. Unit ownership also carries with it the obligation of each Owner to pay a share of the Common Expenses of operating, maintaining and insuring the Common Elements. Each Owner is responsible for a percentage share the Common Expenses, hereinafter referred to as the “Percentage Allocation.” Together, the Owners of all the Units that may be created within the Community will be responsible for 100% of the Common Expenses. All of the Common Elements will be conveyed to the Association by Declarant.

3. General Description of the Planned Community.

Woods Edge is a proposed open space residential community to consist of a total of At least 58 separate Units, with 58 single-family semi-detached dwellings to be constructed. The 58 dwelling units will be located within 29 buildings. All semi-detached buildings will contain two Units.

Six Units, 9-10, 15-16, and 17-18, will be approximately 40 feet in width (counting exterior walls and party walls) and approximately 48 feet in depth. All other Units will be approximately 32 feet in width (counting exterior walls and party walls) and approximately 62 feet in depth. Each Unit will have a two-car garage included within the Unit dimensions. Each

Unit will have direct access from the driveway to an adjacent public and/or private road, in accordance with the road system approved as part of the plats and plans. The internal public roads will extend to West Ridge Road as the entrances. Woodsedge Drive and Southwoods Drive will be owned and maintained by West Donegal Township, once accepted for public dedication. Stonecrest Trail will be a private street owned by the Association and included as part of the Common Elements described herein. Stonecrest Trail will be wholly maintained by the Association. **The Municipality will have no responsibility or liability for construction, repair, maintenance, reconstruction, or snow removal of the proposed public roads unless dedication is accepted, and will have no responsibility or liability with respect to the private road. No requests for construction, repair, maintenance, reconstruction or snow removal with respect to Stonecrest Trail, the private road, should be directed to the Municipality.**

In addition to the “Limited Common Elements”, as more fully described below, the Community will be comprised of common open space areas (comprising the entire Community, with the exception of the individual dwelling units) which are referred to as “Common Facilities” in the Declaration. The open space areas will include, in addition to the stormwater management facilities, pathways, sidewalks and landscaped areas, as set forth on the plats and plans. The “Common Facilities” of the community, to be owned and maintained by the Woods Edge Homeowners Association (“Association”), will include, in addition to the common open space areas as above referenced, all common utility lines, all landscaped areas within Woods Edge (some of which will be “Limited Common Facilities”) as shown on the plats and plans. Membership in the Association is mandatory for all owners of lots within the Community. That portion of the Common Facilities which includes pathways and sidewalks will be available to the residents of the surrounding communities and the residents of West Donegal Township for recreational purposes.

The Community will be served with public water supply and public sewage treatment services. Elizabethtown Area Water Authority will provide public water supply to the Community. The West Donegal Township Authority will provide sewage collection treatment and disposal services to the Community.

The stormwater management facilities will consist primarily of stormwater catch basins and rights-of-way throughout development as shown on the plats and plans of the Community. The facilities are located within the common open space areas of the Community and, therefore, are classified as “Common Facilities,” to be owned and maintained by the Association. The basins include infiltration features, so that a portion of the stormwater runoff which is detained by them will be recharged into the ground.

Each of the “Units” within Woods Edge will coincide with (i) the outside dimensions of the foundation of the dwelling to be erected, and (ii) the center of each party wall separating one dwelling unit from another. As so configured, the Unit within Woods Edge shall be what is commonly called a “building footprint lot.” Each Unit shall also have the benefit of adjacent “Limited Common Facilities” as defined in the Declaration appended hereto as Exhibit “A”. The “Limited Common Facilities” are areas within the common open space – i.e., beyond the boundaries of the building footprint – where each owner is granted an easement of exclusive use appurtenant to his ownership of the Unit and dwelling adjacent thereto. Each purchaser will

have ownership rights as to his/her own Unit, together with a right to use all Common Facilities and such other easement rights as may be granted by the Declaration.

The Limited Common Facilities appurtenant to each dwelling unit include (i) the entire front yard area between the front façade of the Unit and the curblineline of the adjacent roadway, (ii) the individual driveway leading to the dwelling, (iii) a rear or side deck or porch area (iv) sanitary sewer, water and other utility lines serving an individual Unit to the extent located outside the title lines of the Unit that they serve, and (v) any individual flower beds or landscape items approved by the Association or the designated Committee of the Association and located outside the designated Limited Common Areas. Where two Units share a common driveway, each Owner shall have the right to travel upon (but not to park vehicles or otherwise encroach within) the portion of the driveway located within the front yard area of the other Unit.

The Association will have the responsibility for maintenance and repair of all the “Common Elements” of the Community, including the lawn areas and landscape materials within the Community, the stormwater management facilities serving the Community, and two retaining walls along Woods Edge Drive, one on each side, as well as sign and light fixtures on each and electric lines to the same. The responsibility for maintenance of each dwelling unit, however, remains with the Owner of each dwelling unit, including maintenance and repairs on the roof of each unit. In order to maintain a harmonious appearance within the Community, however, each Owner who would propose to make modifications to his Unit (including alteration of paint colors, etc.) is obligated to seek and obtain approval for such change from the Executive Board of the Association or an architectural review committee appointed by the Executive Board. Where the Association performs maintenance services on Limited Common Facilities, such as the individual driveways, the Association is authorized and required to assess the costs back to the individual unit owner or owners benefiting from the services.

The Declarant has commenced or will soon commence the construction of the site improvements and infrastructure necessary to serve the Community, including the roadways, the storm water management facilities, and the utility lines. No recreational improvements are proposed to be constructed except for the walking paths and sidewalks. Declarant has commenced or will soon commence construction of Units on the Property, which may be used for model or sample Units. It is Declarant’s intention to complete the construction of all new Units and amenities within the Community, except for the final course of pavement, within a period of 12 months from the effective date of this Public Offering Statement, although there are no guarantees that this estimated time schedule can be accomplished.

4. Description of the Type and Character of Units Offered.

All Units will be improved by the construction thereon of a single-family semi-detached dwelling. Each Unit will be in accordance with the models which are offered by Declarant and/or the Approved Builders as part of the sales and marketing materials. The Units will be clustered within twenty-nine (29) buildings. All Units will have two-car garages. Vehicles may be parked within the garage spaces and within the driveways serving each Unit. Garage areas may not be converted to living space, so that the parking areas within the

Community (garage spaces and driveway areas) will not be eroded, to the detriment of the Community, by elimination of garage parking spaces.

Each new Unit will be completed by the Approved Builders prior to the conveyance of a Unit to a Purchaser, unless special arrangements to the contrary are made pursuant to the sales contract. The site improvements and infrastructure necessary to serve each new Unit will be in place prior to the occupancy of the first Unit. Certain aspects of the site improvements, such as the final “wearing course” to be placed upon the roads, will not be completed at that time, but the cost thereof will be in escrow with the Municipality.

5. Number of Units.

Woods Edge is planned to have a total of at least 58 Units. No additional Units are proposed for the Property as shown on the plans for the Community at this time. Declarant reserves the right to add and construct one to two Units at the end of Southwoods Drive, such right to be exercised prior to such time as the last Unit within the Development I sold, providing such addition shall meet all Township regulations and ordinances and shall receive Township approval for the same. Declarant may seek to add additional real estate and/or units or combine with any future adjoining development. The Declarant does not intend to rent or market blocks of Units to investors. The Declarant has not reserved any options to withdraw any real estate from the Planned Community. No withdrawable real estate has been shown on the Plans.

6. Brief Narrative Descriptions of the Significant Features of the Declaration, the Bylaws, the Rules and Regulations, the Agreement of Sale, and Contracts and Leases to be Signed by Purchasers Prior to or at Closing and Other Contracts or Leases or Agreements That Will or May Be Subject to Cancellation by the Association.

A. Declaration of Covenants, Conditions, Easements and Restrictions (“Declaration”) and First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions (“First Amendment”): Copies of the Declaration and of the First Amendment are appended to this Public Offering Statement as Appendix “A”. The Declaration has been recorded and the First Amendment has been or will be recorded in the Office of the Recorder of Deeds for Lancaster County, and all of the terms and conditions will apply to all of the Units within Woods Edge, and shall run with the title to each Unit. The Declaration and First Amendment contain the following articles:

- I. Definitions, defining all technical terms used in the Declaration, using where applicable the definitions of terms used in the Uniform Planned Community Act (“Act”).
- II. Description of Units and Common Elements
- III. Deed Restrictions and Declarations, including restrictions on uses and improvements within the development.

- IV. Restrictions on Common Facilities, including easement rights over the common facilities and limitations on the Owners' rights to use the common facilities.
- V. Home Owners Association, including powers and purposes of Association, membership and voting rights, and information pertaining to period of Declarant Control and the Executive Board.
- VI. Assessments, providing that each Unit owner is responsible to pay assessments equally with other Unit Owners for maintenance of Common Elements, and information pertaining to special assessments.
- VII. Liens of Assessments and Fines, including creation of assessments and imposition of liens and fines.
- VIII. Easements and Rights of Access, including Owners' easements of enjoyment, title to Common Facilities, and the extent of owners' easements in the Common Facilities.
- IX. Maintenance of Common Facilities and Controlled Stormwater Management Facilities, providing that the Declarant will maintain the Common Facilities and Controlled Facilities until such time as the initial common expense assessment is made, and that thereafter the Association shall be responsible for maintenance of the same.
- X. Effect of Non-Maintenance of Common Facilities by the Association providing that West Donegal Township has the right, subject to certain notice and cure provisions, to step in and cure any failure by the Association to maintain the Common Elements, and thereafter to assess the costs equally among the Unit Owners.
- XI. General Provisions which provide for various restrictions on the use of individual Units and Limited Common Areas, for the benefit of the Community as a whole.
- XII. Retention of Special Declarant rights providing for the Declarant to maintain certain rights specified in the Act.

B. Articles of Incorporation, a copy of which is appended hereto as Exhibit "B", contains the information required by the Commonwealth of Pennsylvania to incorporate the Association.

C. Bylaws: The Bylaws set forth the procedures by which the Association and

its Executive Board are governed. The Bylaws are appended hereto as Exhibit “C” and include the following articles:

- I. Introductory Provisions
- II. The Association
- III. Executive Board
- IV. Officers
- V. Common Expenses; Budgets
- VI. Compliance and Default
- VII. Insurance
- VIII. Standard of Duty of Officers and Executive Board;
Indemnification
- IX. Amendments
- XI. Delegation of Powers of Board and Officers
- XII. Miscellaneous

D. Rules and Regulations: At the present time, the Declarant has not promulgated proposed Rules and Regulations for the Association, other than the rules and regulations already set forth in the Declaration and Bylaws. Upon formation of the Association, such Rules and Regulations may be promulgated and will be appended hereto as Appendix “D”.

E. Agreement of Sale: The Agreement of Sale is intended to address the normal issues and concerns inherent in the proposed sale of a newly constructed home, commonly referred to as “new construction”. Every Prospective Purchaser is encouraged to review thoroughly all of the terms and conditions set forth in the Agreement of Sale form, a copy of which is appended hereto as Appendix “E”.

F. Contracts and Leases to be Signed by Purchaser Prior to or at Closing: There are no additional contracts or leases to be signed by Purchasers prior to or at Closing, other than the Agreement of Sale.

G. Contracts or Leases or Agreements of a Material Nature to the Planned Community that Will or May be Subject to Cancellation by the Association: Declarant has not entered into a Management Contract with a professional community management company. If in the future the Declarant contracts for professional management, a copy of the Contract will be appended hereto an Appendix “F”.

7. Balance Sheet and Budget Information.

Appended hereto as Appendix “G” is a copy of the currently proposed budget of the Association, reflecting estimated costs and revenues for one year after the date of the first conveyance of a Unit to a Purchaser. It is anticipated that the total assessment for each Unit will be approximately \$100 per month, in accordance with the proposed budget. This assessment will include liability insurance on the Common Elements, maintenance of the private road, sewer lines, landscaped areas and lawns, reserve for stormwater management facilities maintenance, street light electric expenses and fees for management, legal and accounting services.

The Budget is based on current estimates of future costs and is subject to change to the extent that there are actual or unanticipated changes in the costs of services and materials and weather conditions. The budget assumes that the roadways except Stonecrest Trail, when offered for dedication, will be accepted by the Township and will not become private roads owned and maintained by the Association. The Declarant can make no assurances that the roadways will be accepted for dedication by the Township.

8. Services Not Reflected in the Budget and/or Personal Property Not Owned by the Association.

The Declarant does not provide any services to the Association that are not already reflected in the budget appended hereto as Appendix “G”. Further, the Declarant has not provided any personal property usable by the Association in the operation and enjoyment of the Common Elements which is or will be required in connection with the operation and enjoyment of the Common Elements after such personal property is no longer provided by Declarant.

9. Initial or Special Fees Due at Closing.

All purchasers are required under the Declaration to pay the following initial contribution at the time of closing on their purchase of a Unit from the Declarant or a successor Declarant:

- a. Two times the then-effective monthly common assessment for the Unit (at present, with a \$100 per month assessment, this assessment would be \$200);

Developer shall make a one-time contribution for landscaping costs in the amount of \$1,000, said sum to be paid into landscaping reserve or escrow account and to be utilized for completion of landscaping in the development.

The Declaration also provides that the Association may charge a reasonable fee upon a Unit owner selling his Unit, in order to defray the cost of preparation of the Resale Certificate required under Section 5.07 of the Act.

The purposes of the initial contributions are to provide the Association with reserves for operating shortfalls, capital expenditures and initial expenses, to provide a fund for additional recreational facilities, and to provide a reserve fund upon which the Township may draw in the event that the Township expends funds to cure maintenance deficiencies.

The Declaration also provides to the payment of \$200 per Unit upon all subsequent transfers from the original Owner to be allocated to the reserve fund.

10. Liens, Defects or Encumbrances on or Affecting the Title to the Planned Community.

Appended hereto as Appendix “H” is a copy of “Schedule B-II” of the Title Report for the Property.

11. Financing for Purchasers Offered or Arranged by the Declarant.

Declarant has not offered to prospective purchasers or made any other arrangements for the financing by Purchasers of the purchase price of their Unit. All purchasers are responsible for obtaining such financing as they deem necessary or desirable, upon such terms and conditions as shall be negotiated between the purchaser and the financing institution.

12. Terms and Significant Limitations on Warranties Provided by Declarant.

Appended hereto as Appendix “I” is a copy of the Warranty Provisions provided by Ronald H. Rohrer, Inc and Carl M. Hurst for each home to be constructed in the Community.

13. Special Disclosure Statements.

The first page of this Public Offering Statement contains, in bold face print, certain disclosures required to be made in such form under the provisions of the Act.

14. Judgments and/or Pending Suits Against the Association.

There are no judgments against the Association, nor are there any pending suits to which the Association is a party. To the best of Declarant’s actual knowledge, there are no pending suits which would be material to the Community.

15. Escrow of Deposits.

Any and all deposits made by purchasers in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of Section 5408 (relating to escrow of deposits) of the Act, and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 5406 of the Act, as explained on the first page of this Public Offering Statement.

16. Restraints on Alienation.

There are no restraints on alienation of any of the Units within the Community. Each Owner is unrestrained in his or her decision as to when and to whom to sell or otherwise transfer ownership of his or her Unit.

17. Insurance Coverage Provided or Intended to be Provided.

The Association will not provide insurance coverage on any of the Units. It is the responsibility of each individual purchaser to provide for his or her own “homeowners insurance” or other insurance policies relating to the Units. It is intended that the Association will carry an insurance policy or policies, to be paid for as a common expense, as follows:

- a. general liability coverage as to the Common Elements (but not to individual Units, for which each Owner must carry separate individual insurance policy);
- b. errors and omissions coverage for the Board of Directors and officers.

18. Fees or Charges for Use of the Common Elements.

There are no anticipated fees or charges, other than the common expenses assessments, to be paid by Unit Owners for the use of the Common Elements and other facilities within the Planned Community. Charges for domestic water supply and wastewater (sewage) collection, treatment and disposal will be rendered by the Elizabethtown Area Water Authority (as to water) and the West Donegal Township Authority (as to sewer).

19. Financial Arrangements for Completion of all Improvements Labeled “MUST BE BUILT”.

Declarant has entered into certain Financial Security Agreements with the Township dated September 21, 2006, entitled “Subdivision and Land Development Agreement” and “Subdivision and Land Development Escrow Agreement” to assure that all of the site improvements labeled “MUST BE BUILT” on the plat appended to the Declaration will be completed. These site improvements include road construction, utility installation, installation of stormwater management facilities, and required landscaping.

20. Unusual and Material Circumstances.

There are no unusual or material circumstances pertaining to the Community which are not otherwise discussed in this Public Offering Statement.

21. This is not a leasehold Planned Community.

22. Present Condition of all Structural Components and Major Utility Installations.

As of the date of this Public Offering Statement, all of the site improvements to the Property are either new or in the process of being constructed. These improvements include the utility installations to provide water, sewer, electrical service, gas service, telephone service, and cable television service to each Unit within the Community (collectively “Utility Facilities”). All of the Utility Facilities, once installed, become the property of the utility provider, which in turn has the responsibility to maintain said facilities. Consequently, the Association will not be responsible for maintaining and/or replacing such Utility Facilities. Each Unit Owner, however, with respect to the service lines located within the borders of his or her own Unit, may be responsible for certain maintenance and/or repair and/or replacement costs of Utility Facilities. The useful life of each facility is not readily ascertainable. The community assessments will provide for the reserve fund earmarked for structural repairs and/or replacement of storm water management facilities and/or driveway re-surfacing.

23. Allocation of Votes.

Each Unit within the Community is allocated one (1) vote. There are no cumulative or class voting provisions contained in the Declaration.

24. Circumstances Under Which the Association may Become Part of a Master Association.

None at this time. If adjoining properties should be developed in the future, Declarant and/or the Association may consider whether to become part of a Master Association with such adjoining developments.

25. Governmental Approvals and Permits.

Prior to the commencement of construction, Declarant will obtain all necessary governmental approvals and permits for the construction of the Community and for the use and occupancy of the individual Units to be constructed. The following permits and/or approvals have been obtained:

- a. Zoning approval (no expiration date).
- b. Subdivision and land development approval (no expiration date, once the site improvements are constructed).
- c. NPDES permit to allow discharge of storm water (no specific expiration date).
- d. Approval from any and all Governmental Agencies required.

26. Notices of Violations of Governmental Requirements.

There are no outstanding and uncured notices of violations of governmental requirements applicable to the Community.

27. Environmental Conditions.

- (i) Declarant has no knowledge of the existence of any 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.
- (ii) No Phase I evaluation was required.

No governmental body, agency or authority has taken any action to require Declarant or any other person to correct any environmental conditions on the Property. The address and phone number of the regional offices of the Pennsylvania Department of Environmental Protection and the United States Environmental Protection Agency are as follows:

Commonwealth of Pennsylvania
Department of Environmental Protection
555 Park Lane
Conshohocken, PA 19428
(610) 832-6000

U.S. Environmental Protection Agency
841 Chestnut Street
Philadelphia, PA 19107
(800) 438-2474

Such agencies maintain information concerning environmental conditions of the properties within their respective jurisdictions.

28. Declarant's Right to Designate any Portion of the Community as a Common Facility.

Declarant has designated the Common Facilities for the Community in the Declaration. Except for the right to modify the boundary lines between Common Facilities and individual Units, the Declarant has not retained any rights or reservations to designate additional portions of the Community as Common Facilities.

29. Facilities and Amenities Which the Declarant is Obligated to Complete.

The Declarant is obligated to complete all of the essential site improvements and infrastructure to service the Community, including roads, storm drainage and management facilities, and utility installations. The roads (except for installation of the final wearing course

of paving) and utility installations shall be completed on or before June 30, 2007. The cost of completing the subdivision infrastructure has been set aside in a construction loan from Union National Community Bank, and Declarant has provided an agreement as security to the Township for completion of the subdivision infrastructure hereinabove described.

The public roads will be dedicated to the Township, however, Stonecrest Trail will not be dedicated and will become part of the Common Elements for which the Municipality shall have no duties or obligations with respect to maintenance, repair or snow removal. The Common Elements, including the open space areas, pathways and the storm water management facilities, will be owned by the Association. The Association shall be responsible for the maintenance, repair, improvement, administration and regulation of the Common Elements, including Limited Common Elements. The Owner of each Unit shall be responsible for their individual properties.

WOODS EDGE OF ELIZABETHTOWN, LLC

Attest:

Signed Copy On File & Recorded

By: Signed Copy On File & Recorded
Robert L. Gruber, Member

By: Signed Copy On File & Recorded
Ronald H. Rohrer, Member

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WOODS EDGE OF ELIZABETHTOWN, A PLANNED COMMUNITY

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- “B” Articles of Incorporation for Woods Edge of Elizabethtown Homeowners Association
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