

**PUBLIC OFFERING STATEMENT**  
**STRIP DISTRICT BROWNSTONES**  
A FLEXIBLE PLANNED COMMUNITY

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NAME OF PLANNED COMMUNITY: Strip District Brownstones,  
a Flexible Planned Community

LOCATION OF PLANNED COMMUNITY: 2<sup>nd</sup> Ward, City of Pittsburgh  
Allegheny County, Pennsylvania

NAME AND ADDRESS OF DECLARANT: Riverplace Developer, LLC  
2543 Washington Road  
Pittsburgh, Pennsylvania 15241

EFFECTIVE DATE OF PUBLIC OFFERING: August 30, 2019

ATTORNEY FOR DECLARANT: Jonathan M. Kamin, Esquire  
Goldberg, Kamin & Garvin, LLP  
1806 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219

**Within seven (7) days after receipt of a 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 a Declarant.**

**If a Declarant fails to provide a public offering statement and any amendments 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.**

**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 subsection (a), the Purchaser, in addition to any other relief, is entitled to receive from the Declarant an amount equal to five percent (5%) of the sales price of the Unit, up to a maximum of two thousand dollars (\$2,000), or in an amount equal to the actual damages suffered by the Purchaser, whichever is a 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.**

**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 obligation so that Purchaser.**

## **GENERAL DESCRIPTION**

### **I. INTRODUCTION**

Declarant presents its proposal for residential Unit ownership of certain real estate in a Flexible Planned Community to be known as STRIP DISTRICT BROWNSTONES, a Flexible Planned Community, located in the 2<sup>nd</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania. This Public Offering Statement consists of two (2) parts: a Narrative portion; and an Exhibit portion. The Narrative portion of the Public Offering Statement is intended to summarize the significant features of the Exhibits and also to present other information of importance to the prospective Purchaser. The Exhibits include legal documents which are required for the creation, marketing and operation of the Flexible Planned Community, Plans and Specifications regarding the construction of the Buildings and a proposed First Annual Operating Budget for the Flexible Planned Community. In the event of any inconsistency between the Narrative and the Exhibits, the provisions of the Exhibits will govern.

### **II. PLANNED COMMUNITIES IN GENERAL**

The term “Planned Community” refers to a form of property ownership with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement, or agreement imposed on the owner’s interest to pay any amount for real estate property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a condominium or cooperative may be part of a planned community. The definition of “ownership” includes holding a real estate leasehold interest of more than 20 years, including any renewal options.

Generally, property owned as residential units in a Planned Community contains two (2) distinct types of interests--Units and Common Elements. Units are portions of a Planned Community which are set aside for individual ownership and occupancy. They will be owned in fee simple absolute. In this Planned Community, all Units are single family attached units as further explained in the Declaration. Common Elements, on the other hand, are generally portions of the Planned Community which are not included within the Units and include Common Facilities and Controlled Facilities. The Common Facilities constitute the land owned or leased by the Association such as the storm water detention ponds and Common Areas. The Controlled Facilities are those portions of the community which are not owned by the Association but are controlled or maintained by the Association. In a Planned Community, each Unit Owner is a member of the Association and pays an allocated share of the expenses of the Association. An undivided interest is a fractional or percentage share of ownership of all of the Common Elements. In this Flexible Planned Community, the Declarant is purchasing the development lots in Phases and has not yet finalized the number of Units that will be constructed within the Plan. As such, the Purchaser’s undivided interest in the Common Elements could range from 2.17% to 11.1%, which is referred to herein as the “Percentage Interest”. The undivided Percentage Interest may change based upon the total number of Units ultimately constructed by the Developer. The Developer shall not be required to provide notice of any changes of the Percentage Interests to the Purchaser.

The ownership of a Unit gives the Unit Owner the right to participate in the control and management of all the Common Elements, but such ownership carries with it the obligation of each Unit Owner to pay his share of the normal expenses of operating and maintaining all of the Common Elements. The payment of such Common Expenses shall be in proportion to the Percentage Interest of each Unit, as the same may exist from time to time, but the right to participate in control and management through voting power shall be equal for all Units.

Each Unit will be taxed separately for real estate tax purposes. No Unit Owner is liable for the payment of real estate taxes on any other Unit. Similarly, no Unit is subject to the lien of a mortgage on any other Unit. The development and ownership of units in a Planned Community in Pennsylvania are regulated by the Uniform Planned Community Act (hereinafter referred to as the "Act"), 68 Pa.C.S.A. § 5101, *et seq.*, In the event of any inconsistency between the Act and any term in this Public Offering Statement, the Declaration, or any Exhibit to either document, the provisions of the Act will govern.

### **III. DESCRIPTION OF THE PLANNED COMMUNITY**

The Planned Community is located in the 2<sup>nd</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania. A network of public roads provides access to Strip District Brownstones. This Planned Community is a Flexible Planned Community in that the Declarant has the right to add Additional Properties to the Property which is currently subject to the Declaration for a period of five (5) years from the date of the recording of the Declaration. At this time, although the Property will be developed in phases, the Declarant believes that the Planned Community will consist of approximately forty-six (46) Units. All Units will be single family attached Units as explained in the Declaration.

The estimated completion date of construction for all buildings, Units and amenities is five (5) years from the effective date of this Public Offering, but it could be longer. All structural components and major utility installations have been or will be built by Declarant on or about January 1, 2020. The expected useful life of such improvements, properly maintained, is not less than ten (10) years. These site improvements include, but are not limited to, road construction, utility installation, and installation of storm water management facilities. Initially, all of the roads will be private. However, the Declarant reserves the right to dedicate some of the roads to the City of Pittsburgh, upon approval by the City of Pittsburgh and notice thereof. The replacement cost of private roads being the roads that will not be dedicated, is anticipated to be \$120,000.00. Replacement cost of the storm water management facilities is anticipated to be \$50,000.00.

The Units are to be constructed of quality materials including block, brick and siding by the Declarant. Development within Strip District Brownstones will commence in the fall of 2018. Declarant has reserved the right to rent or sell more than one Unit to any lessee, purchaser or investor. Although the Declarant does not currently intend to rent Units within the Property, the Declarant has reserved the right to rent any Units which are not sold.

Development in the Planned Community will take place in phases. Prior to the sale of a Unit in a particular phase, Declarant shall have the right to make minor modifications to the Plans, including the Common Areas, Common Elements, and/or Common Property, in such phase to compensate for field conditions or to promote the more efficient development of Units.

#### **IV. INDIVIDUAL UNITS**

The following is a description of the types of Units, which the Declarant initially believes that it will construct:

<u>Type</u>	<u>Number</u>	<u>Approx. Sq.Ft.</u>
Single Family Attached Units	46	1,800 – 3,000 square feet

Provided however, that this statement shall not prohibit the Declarant from constructing less Units, more Units, or different types of Units in the future.

#### **V. COMMON ELEMENTS**

The Common Elements constitute all of the Planned Community other than the Units. The following items are the major Common Elements of the Planned Community: all of the land designated as Open Space, Common Area, Common Facilities, common driveways, recreational facilities, Entry Monuments, walkways, storm water management facilities, detention ponds, rain gardens, and other such facilities. As indicated above, each Unit has an appurtenant Percentage Interest in the Common Elements, and such Percentage Interests may be increased or decreased to the extent the number of Units developed in the Planned Community changes. The Common Elements shall be owned and maintained solely by the Association. The storm water management facilities shall be owned and/or maintained by the Association even though there are properties, which are not members of the Association and not part of the Planned Community, who will utilize the same. To the extent that the Planned Community utilizes off-site storm water management, the Association shall pay its proportionate share of the costs of the same to the owner of such storm water management facilities. The Association will also contribute its proportionate share of expenses to cover certain expenses which may be outside of the Planned Community as required under the Master Declaration as defined herein. The Declarant shall also have the ability to dedicate easements over certain portions of the Common Elements for access including, but not limited to bicycle, pedestrian and utility access.

#### **VI. DECLARANT**

Declarant is Riverplace Developer, LLC, a Pennsylvania limited liability company. The Declarant has a business address of 2543 Washington Road, Pittsburgh, PA 15241. The Declarant has a binding agreement to acquire fee simple title with The Buncher Company, a Pennsylvania corporation.

The homes to be constructed in the Planned Community will be initially constructed, on Declarant's behalf, by the Declarant's designated builder Infinity Custom Homes, LLC, or other builders approved by the Declarant from time to time ("Builder"). The Declarant's counsel with respect to Planned Community is Jonathan M. Kamin, Esquire, Goldberg, Kamin & Garvin, LLP, with a business address located at 1806 Frick Building, 437 Grant Street, Pittsburgh, PA 15219.

## **VII. TERMS OF THE OFFERING**

Offering Prices for all Units in the Planned Community have been tentatively established at this time. Different Purchasers may pay different prices for similar Units, at the sole discretion of Declarant. It is anticipated that there will be variations in the sales prices of the Units as there will be differences in the Lots and the amenities chosen by the purchasers for each of the Units. All prices may be changed without notice at any time, at the sole discretion of Declarant. Prices in executed Agreements of Sale cannot be changed, except as set forth in such contracts. Prices for homes will also vary based on the type of home selected, the amenities contained therein, and any changes requested by the purchaser after signing the Agreement of Sale.

Unless otherwise agreed upon by the Parties in writing, the Parties have agreed that the Deposits, as set forth in the Agreements of Sale, represent deposits for custom work and decorative items, and that the Developer shall have the right to utilize the same for the construction of the Dwelling Unit and the procurement of such items notwithstanding the provisions of §5408 of the Pennsylvania Uniform Planned Community Act. Provided however, if the Purchaser timely cancels the Agreement of Sale pursuant to §5406 of the Act, then the Deposits shall be returned to the Purchaser. At Settlement, the Purchaser will be required to pay, in addition to the Purchase Price of the Unit, all settlement costs generally borne by Purchasers of real property in the County of Allegheny, Commonwealth of Pennsylvania. This obligation is contained in the Agreement of Sale, which generally describes the settlement costs, but does not purport to list them all.

In addition, the Purchaser will be required to make a non-refundable initial capital contribution to the Unit Owners' Association in the amount of one-thousand dollars (\$1,000.00) at closing. The general purpose of the contribution is to reimburse the Declarant for certain prepaid items (e.g., insurance premiums, development costs, organizational costs, equipment and supply costs), to partially fund the purchase, installation and / or maintenance of the common amenities, to fund a reserve for operation, maintenance, repair and management of the Planned Community Common Elements and Common Facilities. This payment is not to be credited as an advance payment of Common Expenses.

Although Settlement may be delayed by events not within Declarant's control, Settlement will ordinarily occur from ten (10) to thirty (30) days after the Unit is ready for occupancy and the Purchaser has obtained financing. If the Purchaser fails to complete Settlement on a Unit as required, Declarant may cancel the Sales Contract and keep all sums deposited by the Purchaser as set forth in the Agreement of Sale.

## VIII. GOVERNING DOCUMENTS

The Declaration, a copy of which is attached as **Exhibit “A”** to this Public Offering Statement, is the legal document which creates the Planned Community. The Declaration becomes effective when recorded in the Allegheny County Department of Real Estate. The Declaration establishes the boundaries of the Planned Community as a whole, and the proposed Percentage Interest in the Common Elements appertaining to each Unit as may be adjusted from time to time. In addition, the Declaration establishes special property rights within the Planned Community. The Planned Community is also subject to the provisions of the Master Declaration which is attached hereto as **Exhibit “H”** to this Public Offering Statement.

Units in the Planned Community are restricted to residential use in accordance with the City of Pittsburgh’s Zoning Ordinances, except that the Declarant, or its designees, may use any unsold Units as models, sales offices, management offices or for storage purposes. The building plans and specifications will be available for inspection at the Sales Office. The Declarant reserves the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of these materials. Additional information regarding the physical characteristics of the Planned Community can be obtained from reviewing the Plats and Plans which are attached as **Exhibit “C”**. The basic form of Agreement of Sale to be used by Declarant is included as **Exhibit “D”** attached hereto. A list of permitted title exceptions including any easements or licenses affecting the property are attached at the end of **Exhibit “E”**.

Declarant reserves the right to change or modify any term thereof prior to execution by Declarant and the Purchaser of any individual Unit or Units. Such changes and modifications will apply to that Contract only and will not apply to any existing or future Contract, unless specifically included therein in writing signed by Declarant and the Buyer named in the future or existing Contract. The ownership, use and occupancy of the Units of Planned Community are governed by certain regulations, covenants and restrictions contained in the Declaration of Covenants, Conditions, and Restrictions (**Exhibit “A”** of this Statement), Bylaws (**Exhibit “B”** of this Statement), and the Rules and Regulations that may be promulgated by a governing Board of Directors, whose responsibility is to manage the entire Planned Community Property. These documents, taken together, are known as the “Governing Documents” of the Planned Community. It is important that you read and understand the Governing Documents prior to your purchase, so that no restriction placed upon you by these documents will come as a surprise after you purchase.

The following is a brief summary of the significant portions of the Governing Documents. In the event of any discrepancy between the Offering Statement and the Governing Documents, the Governing Documents control.

1. The Planned Community will consist of no less than nine (9) Units and no greater than forty-six (46) Units, and the Common Elements and Common Facilities, which consist of the remainder of the Property. Each Unit Owner shall own, in addition to his Unit, an undivided interest in the Common Elements, which will be adjusted based on the final number of Units sold. The Unit Owner’s Percentage Interests in the Common Elements may range from 2.17% to 11.1%. The Declarant

reserves the right to change the number of Units should market conditions necessitate the same.

2. All expenses of administration of the Planned Community, maintenance, repair or replacement of the Common Elements, and any expense agreed upon by the Declarant or Unit Owners to be paid as a common expense, by the Unit Owners, as which are set forth in the Declaration, Bylaws or the Act as such shall be deemed "Common Expenses" and shall be paid by the Unit Owners as an Expense Liability in their respective proportion. At the time of this offering, it is anticipated that the monthly charge for each Unit is three hundred dollars (\$300.00) per month. This monthly charge shall be paid quarterly, but shall not be levied against the Declarant, nor paid by the Declarant while the Declarant owns a Unit.
3. The Board of Directors shall also procure, on an annual basis, grass cutting and trimming, lawn fertilizing, mulching of flower and decorative beds, and snow removal service for the Unit Owners and the Common Property. These services shall be provided by third party contractors selected by the Board of Directors.
4. The Planned Community shall be managed by the Board of Directors, which shall have five (5) positions. Initially, these positions will be occupied by the Declarant as more particularly set forth in the Declaration.
5. Among other powers, the Board of Directors and its officers have the power to manage the Planned Community, including paying all Common Expenses, making maintenance assessments and budgets, engaging the services of a managing agent, formulating policy, borrowing money on the credit of the Association, entering into leases or licenses with respects to portions of the Common Elements and enforcing the Governing Documents, including collection and levying of assessments. The Board will have final say in resolving or arbitrating disputes between Unit Owners regarding the property or the Governing Documents.
6. The Board of Directors may establish certain user charges with respect to the amenities as discussed above.
7. Unpaid assessments shall be a lien upon Units, and said lien may ultimately be enforced by a sale of said Units. A Unit may be used only as a residence and not for any commercial purpose.
8. No Unit may be used for transient or hotel purposes. A Unit Owner may lease his Unit, in writing, for an initial term of not less than three (3) months, provided a copy of the written lease is furnished to the Board of Directors within seven (7) days after execution. All leases must provide that rights of all lessees are subject to the provisions of the Governing Documents and a default thereunder constitutes a default under the lease.

9. Until closing of the sale of all Units, the Declarant may use portions of the property, including the Common Elements and Units owned by it, in connection with development of Units, sales of Units, management and promotion of sales of Units and / or for storage purposes.
10. Alterations, combinations and divisions of, and improvements to Units are not permitted except as set forth in the Declaration and the Act.
11. The keeping of any animal or pet for commercial purposes is prohibited. The keeping of an animal or pet other than dogs or cats or non-commercial purposes is severely restricted, and in general, must have prior approval of the Board of Directors. Even with prior Board of Directors approval, any animal or pet may be excluded from the premises if it becomes a nuisance.
12. Neither the Declarant, the Association, the Board of Directors nor any member, officer, or trustee of any of them shall be personally liable to the Unit Owners, or others, for any mistakes of judgment or for any act or omission made in good faith, and all of the Unit Owners agree to indemnify and hold each of the above harmless in accordance with the provisions of the Declaration. No personal liability shall be imposed upon the Declarant or any officer or member of the Association or Board of Directors or any Committee of the Association, except for willful misconduct or bad faith.
13. Each Unit Owner shall be liable for any expense occasioned by his actions or neglect, or the acts or neglect of his family, guests, employees, agents or lessees, to the extent such expense is not paid by proceeds of insurance carried by the Association.
14. Failure to comply with the Governing Documents, or any rules and regulations pursuant thereto, shall subject a Unit Owner to liability for damages, injunctive relief, foreclosure of lien, and incidental court costs and attorney's fees, or any other relief that a court might grant.
15. The Declarant has certain special rights with respect to the use, sale or lease of any Unit or portion of the property and the right to transact any business necessary to complete the construction of the units and the Common Elements.
16. Each Unit Owner shall be a member of the Planned Community Association (herein referred to as the "Association"), which initially will be a non-profit corporation.
17. Each Unit Owner automatically becomes a member of the Association when he acquires title to his Unit, and ceases to be a member when he sells his Unit, although such Unit Owner may retain certain personal liability as set forth in the Declaration.



18. Until the 60th day after conveyance of seventy-five percent (75%) of Units to owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board of Directors elected by Unit Owners other than Declarant. Declarant shall have the right, but not the obligation, to “turn over” the control of the Association to the Unit Owner before the deadline set forth herein.
19. Special meetings of Unit Owners may be called by the Board of Directors or by Unit Owners entitled to cast not less than twenty percent (20%) of all votes.
20. After “turn over”, Board of Directors members shall be elected at annual meetings of Unit Owners.
21. The presence, either in person or by proxy, of thirty-three percent (33%) of all Unit Owners entitled to vote is required as a quorum for all meetings of Unit Owners. Revocable written proxies of not more than sixty (60) day duration are permitted. All joint Owners of a Unit must join together and cast the Unit vote together, either in person or by proxy.
22. The Board of Directors shall be governed by a President, Vice President, Secretary, Treasurer, and assistant officers which are elected by the Board. Unless expressly authorized by a majority of the Unit Owners at an annual or special meeting of the Association, each officer of the Board and each Board member shall serve without compensation. Vacancies of officers or Board members shall be filled by a majority vote of Board members.
23. In the event of the destruction of all or part of the property, the Board of Directors, with certain exceptions, may have a duty to repair and restore the property, using the proceeds of insurance received by the Board.
24. The Board of Directors shall obtain the following types of insurance with respect to the property:
  - a. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:
    1. Property insurance on the Common Elements and Common Areas.
    2. The total amount of insurance after application of any deductibles shall be not less than 80% of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

3. Comprehensive General Liability Insurance in an amount determined by the Board of Directors but not less than any amount specified in the Declaration covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements and Common Areas.
  4. Flood Insurance with appropriate limits.
- b. Directors and Officers Insurance. The Board of Directors shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Article VI of the Declaration, if and to the extent available at reasonable cost.
  - c. Other types of insurance that the Board may elect to obtain.

#### **IX. EASEMENTS AND ENCUMBRANCES**

Other than as disclosed herein, in the Plats and Plans, and in the title of record, there are no other liens and encumbrances affecting the Planned Community (other than monetary liens and encumbrances which shall be satisfied at the closing of each Unit) which shall continue to encumber the Property after the effective date of this Public Offering Statement. Upon the conveyance of a Unit to a purchaser, the Unit will be released from the mortgage on the Property and any other monetary liens and encumbrances on the Property. The Planned Community will be subject to the easements, covenants and restrictions as more particularly set forth in the Declaration, which may also include certain public easements for bicycle, pedestrian, and vehicular access.

#### **X. RESTRICTIONS ON TRANSFER**

Declarant has not created any restrictions on resale of a Planned Community Unit by the Unit Owner. Leasing of Units is subject, however, to the following restrictions: (a) no Unit may be leased initially for less than three (3) months; (b) no portion of a Unit (less than the entire Unit) may be leased for any period; and (c) all Leases must be written and must provide that failure to comply with the Planned Community Documents constitutes a default under the Lease. A copy of the written lease must be furnished to the Board of Directors within ten (10) days after execution. Leases must also adhere to the requirements set forth in the Declaration.

Although the Declarant does not consider it to be a restriction on transfer, Unit Owners should be familiar with the rules and regulations governing the community as they do impact its operation.

## **XI. UNIT OWNERS ASSOCIATION**

The Unit Owners Association is the incorporated non-profit corporation established by the Planned Community Act to be responsible for governing the Planned Community. Except for the Units owned by the Declarant, each Unit has one (1) vote in the Association. All of the normal operations of the Unit Owners Association will be accomplished under the direction of the Board of Directors. The Board of Directors may employ a Managing Agent to act in its behalf in the performance of all duties other than policymaking duties, acquiring property, opening bank accounts and borrowing money. Initially, Members of the Board of Directors will be appointed by Declarant, and can be the Declarant or its authorized representative. The purpose of Declarant's retaining control of the Board of Directors in the early stages of the Planned Community's affairs is to ensure the stability of the Association and to administer the Planned Community's affairs until the new Unit Owners become familiar with the Project. Declarant may retain control as more particularly set forth herein and in the Declaration.

The Board of Directors elects the Officers of the Unit Owners Association. The Officers are a President, Vice President, Secretary, Treasurer and any other Officers the Board may deem necessary. The President and Vice President must be Members of the Board. The operation of the Unit Owners Association is governed by the Bylaws. In addition to provisions for the Board of Directors, Managing Agent and Officers, as discussed above, the Bylaws provide for Annual and Special Meetings, Common Expense Assessments, insurance, restrictions on the use of Units and Common Elements, and numerous other matters affecting the occupancy and operation of the Planned Community. A copy of the Bylaws is attached as **Exhibit "B"** to this Public Offering Statement. The Bylaws may be amended, at a regular or special meeting of the membership, by vote of a majority of members present in person or by proxy, except that any Bylaws affecting the rights or interests of the Declarant shall not be amended or modified without the written consent of the Declarant. Notice of any proposed amendment must be given to every Owner at least twenty (20) days before the meeting at which such amendment is considered.

The Planned Community is also subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions dated October 13, 2015, which was recorded in the Allegheny County Pennsylvania Department of Real Estate on October 20, 2015 in Deed Book Volume 16166, Page 152, and the First Amendment to Declaration of Covenants, Conditions and Restrictions, which was recorded in the Allegheny County Pennsylvania Department of Real Estate on July 6, 2016 in Deed Book Volume 16471, Page 144 (collectively the "Master Declaration"). The Master Declaration requires the Association to contribute a portion of its dues collected to pay certain costs and expenses associated with the upkeep of the Planned Community and development on nearby parcels. A true and correct copy of the Master Declaration, and the First Amendment thereto, is attached hereto as **Exhibit "H"** and is incorporated by reference herein. Other than the foregoing, the Declarant is not aware of any circumstances under which the Planned Community is to become a master association or part of a master association. The Association shall, however, reserve this right should additional land be acquired.

## XII. FINANCIAL MATTERS

Unit Owners will be assessed to obtain the funds necessary to meet the Budget of the Unit Owners Association. At the time of this Public Offering Statement, the Units will be assessed a monthly charge of three hundred dollars (\$300.00) per Unit. The Assessments will be made on an annual basis, but payment of the Assessments will be on a quarterly basis. On the first day of each quarter, each Unit Owner will pay an installment of one-fourth of the amount of the Annual Assessment. The Declarant shall not be obligated to pay this monthly charge while the Declarant owns a Unit.

Each Unit Owner will be responsible for payment of this assessment. Except as set forth in the Declaration with regard to the Declarant, all Unit Owners must pay directly all of the costs of maintenance and repair for his or her own Unit. The charges for most utilities for individual Units are separately metered. However, the charges for utilities for the Common Elements are Common Expenses which will be apportioned among all Unit Owners.

Declarant has prepared an initial projected Budget for the first year of operations after the first conveyance of a Unit, and for the first full year of the Association's operations, which is attached hereto as **Exhibit "F"**. A copy of the Budget will be available from the Builder and / or the Declarant. The Budget figures are estimates and Declarant cannot be certain that sufficient funds have been budgeted to cover all Common Expenses that may have incurred. The Declarant does not provide any services to the Association that are not already reflected in the budget.

In the event that insufficient funds are budgeted for any given fiscal year, the Board of Directors may levy a Special Assessment to make up the Budget deficit upon the assent of at least two-third (2/3) of the Unit Owners present at any meeting of the Board of Directors. Any Special assessment will be payable by Unit Owners either in a lump sum, or in installments, as the Board of Directors determines. All of the amounts assessed against a Unit give rise to a lien on that Unit. The Unit Owner cannot dispose of his Unit free of the lien, until the lien is satisfied by payment of the Assessments secured by the lien. The Unit Owners Association may obtain payment of past due Assessments by Foreclosure of the lien (resulting in a forced sale of the Unit) or by suing the Unit Owner. If any Assessments are past due for more than forty-five (45) days, the Board of Directors may accelerate the payments (i.e., declare immediately due and payable the total amount assessed against the Unit Owner for that fiscal year, but not yet paid).

Each purchaser will be responsible for obtaining financing for the full purchase price of the Unit. There is no financing offered by the Declarant.

Purchasers may obtain financing from any source they choose subject to the terms and conditions of the Agreement of Sale. Each purchaser is cautioned that a final determination as to the availability of a loan, interest rates, down payments and other loan terms cannot be made until such time as a valid purchase contract exists and the purchaser has been qualified by his or her lender for financing.

### **XIII. INSURANCE**

The Planned Community will be insured by a policy of fire and property damage insurance written on an “all-risk” basis, in an amount equal to the full insurance replacement cost of Common Facilities and otherwise complying with the requirements of the Declaration. The premium for this insurance will be paid by the Association.

The Planned Community Association will also carry a liability insurance policy on behalf of the Planned Community Association and all Unit Owners to insure them against liability arising out of the ownership or use of the Common Elements, complying with the applicable requirements of the Declaration. This policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Unit or from their own negligence.

Generally speaking, insurance proceeds under the fire and property damage insurance policy carried by the Planned Community Association will be payable to an Insurance Trustee, (the “Insurance Trustee”). An Insurance Trust Agreement will be entered into between the Insurance Trustee and the Planned Community Association, which will authorize the Insurance Trustee to receive the insurance proceeds (when the proceeds exceed \$50,000.00) and to apply the proceeds to the restoration of the Buildings in accordance with the terms of the Declaration.

**EACH LOT OWNER SHOULD MAINTAIN HIS OR HER OWN LIABILITY AND CASUALTY INSURANCE FOR HIS OR HER OWN UNIT.**

### **XIV. TAXES**

Real Property Taxes are levied separately against individual Units and each Unit Owner will be responsible for the payment of the taxes of his own Unit. The assessed values of the Units are presently unknown since the Tax Assessor cannot assess Units until the Units are completed. Estimates or the monthly real estate taxes applicable to each Unit are available from the Declarant. Declarant can make no guaranty with respect to tax rates, since governmental departments over which Declarant has no control have the duty to determine the manner of Assessment and amount of taxes. In addition, the Declarant shall have no responsibility for applying for any real estate tax abatements which may be available from the taxing jurisdictions. The Purchaser shall be solely responsible for the same.

### **XV. ZONING AND APPROVALS**

The Planned Community is located within a “Specially Planned Zoning District” and is zoned SP-8 under the City of Pittsburgh Zoning Ordinance. The Declarant has obtained zoning approval from the City of Pittsburgh. All of the homes in the Planned Community will be single family attached Units.

Declarant has received no notice of Code Violations which have not been corrected. All governmental approvals and permits required for use and occupancy of the Planned Community have been or otherwise will be obtained by Declarant. Any NPDES Permits issued by the Pennsylvania Department of Environmental Protection shall be assumed by the Association.

## **XVI. BUILDING CODES AND WARRANTIES**

The Declarant is the seller of each Unit. Each Unit will be constructed according to the specifications required by the Purchaser. The Purchaser is hereby informed that:

1. The Declarant only warrants those structures constructed, modified, altered or improved by the Declarant.
2. The Declarant makes no warranty with regard to structures and/or improvements constructed by others.
3. THE ONLY WARRANTY PROVIDED BY THE DECLARANT IN RELATION TO THE IMPROVEMENTS CONSTRUCTED BY THE DECLARANT FOR THE PLAN IS THE TWO (2) YEAR WARRANTY AS SET FORTH IN SECTION 5411(B)(1) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S.A. §5101 ET SEQ.
4. THE ONLY WARRANTY PROVIDED BY THE DECLARANT IN RELATION TO IMPROVEMENTS AND CONSTRUCTION OF THE DWELLING UNIT IS THE LIMITED WARRANTY AS DEFINED IN THE CONTRACT BETWEEN PURCHASER AND THE DECLARANT. A TRUE AND CORRECT COPY OF THE LIMITED WARRANTY IS ATTACHED HERETO AS **EXHIBIT "G"**.
5. All of the controlled facilities that are not part of a Unit and all common facilities shall be covered by this statutory warranty for two (2) years except facilities which have been dedicated to a municipality, municipal authority or the governmental unit.
6. Other than the above warranties, the Units are sold in their "AS-IS" condition.

**NO OTHER WARRANTIES ARE GIVEN, UNLESS SPECIFICALLY SET FORTH IN THE AGREEMENT OF SALE WITH THE DECLARANT AND THE PURCHASER.**

## **XVII. PENDING LITIGATION**

As of the effective date of this Public Offering Statement, Declarant knows of no litigation, pending or threatened, which could materially adversely affect the Planned Community or Declarant's ability to convey clear title to the Units.

## **XVIII. HAZARDOUS CONDITIONS**

1. Act 2 Clearance and Environmental Covenants. The Planned Community, as well as other parcels of real estate located near the Planned Community, now or formerly owned by The Buncher Company, have obtained "Act 2 Clearance" from the Pennsylvania Department of Environmental Protection. As part of the Act 2 Clearance, the Declarant's predecessor in title placed an "Environmental Covenant" on the Property. The Environmental Covenant, which was

recorded in the Allegheny County Department of Real Estate on April 17, 2014 in Deed Book Volume 15527, Page 164 provides, *inter alia*, the following “Activity & Use Limitations”:

- (a) Soil and /or asphalt cover will be maintained in three specific areas which are not on the Property;
- (b) A Soil Management Plan will be utilized for the Property during construction / earthwork activities;
- (c) A Vapor Barrier will be installed for any future buildings
- (d) All buildings located on the Site will consist of Slab-on-Grade Construction.
- (e) Except for existing uses of the groundwater already approved by the Department by the issuance of permits(s), groundwater at the Property will not be used for potable water supply or agricultural purposes unless approved by the Department.
- (f) Future use of the Produce Building will be restricted to non-residential use only.

The Declarant will comply with all of the terms and conditions of the Environmental Covenant, and the Declarant’s successors and assigns will continue to be bound by the Environmental Covenant after the purchase of a Unit. A true and correct copy of the Environmental Covenant is attached hereto as **Exhibit “I”**.

Unit Owners wishing to learn more about environmental conditions at the Planned Community site may contact either the Pennsylvania Department of Environmental Protection at (412) 442-4000 or the United States Environmental Protection Agency at 1-800-438-2474.

2. Oil and Gas Matters. Unit Owners are advised that they may not own their oil and gas rights, mineral rights, or other subsurface rights located underneath their Unit. A title search is the only way to confirm what rights, if any, the Unit Owners have in the subsurface.

3. Floodplain. Portions of the Planned Community are located within the AE Floodplain. The Declarant has taken the appropriate steps to design the Units so that the Units’ Finished Floor Elevation is above the Floodplain, even though portions of the ingress and/or egress leading to the Unit may be located within the Floodplain. The fact that these ingress and egress areas leading to the Units are located within the Floodplain may result in Unit Owner’s having to obtain Flood Insurance. For cost and operational efficiencies, the Declarant has arranged for the Association to obtain coverage for each of the Units on a blanket flood policy (the “Blanket Policy”). The premiums for this Blanket Policy are to be paid as a Common Expense which will be paid from the dues collected by the Association. All prospective Unit Owners are encouraged to consult with their insurance agent and lender (if any), to determine (a) whether Flood Insurance is required, (b) the amount of Flood Insurance that may be required, and/or (c) the annual premiums associated with such Flood Insurance. Although the Declarant believes that the Flood Insurance maintained by the Association will provide sufficient coverages to each Unit Owner, the Association does not offer any representation or warranty confirming the same. A copy of the

Certificate of Insurance indicating the flood insurance coverages held by the Association, as of the date of this Public Offering Statement, and a Flood Zone Disclosure are attached hereto as **Exhibit “J”** and are incorporated by reference herein.

### **XIX. FACILITIES AND AMENITIES**

As part of the Planned Community, driveways, sidewalks and other amenities will be constructed for use by the Association and its members. These facilities will be owned by the Association and construction of these facilities shall be commenced in each of phase of the development, but no later than when forty (40) Units have been closed. Expenses related to construction, maintenance, repair, improvement, administration and regulation of the facilities will borne by the Association and Unit Owners as a Common Expense and the same shall be completed as a responsibility of the Association.

### **XX. UNUSUAL CIRCUMSTANCES**

Other than as set forth herein, to the best of the Declarant's knowledge and information, there are no other unusual circumstances or characteristics affecting the Planned Community or the Lots therein.

A decision to purchase a home is a very personal decision and many factors may influence a prospective buyer's decision to live in a particular community. Declarant cannot list all features of the Planned Community that may be material to an individual buyer's purchase decision, but Declarant brings the following matters to the buyer's attention.

The Property may be affected by subsurface lease agreements regarding oil, gas and other minerals. The development is located in an area of the state where Marcellus shale drilling and/or other deep gas shale exploration and drilling activity occurs regularly or may occur in the future. In Pennsylvania, ownership and the right to use the subsurface of property, including ownership and rights to extract coal, gas, oil and other minerals, is not always transferred with the right to use the surface of the property. The title to the surface of the property may be conveyed to the Buyer without any ownership rights to coal, gas, oil and other minerals of any kind. Such rights may be vested in third parties through prior deed reservation, severance or lease. Often, the party that owns the subsurface rights also has certain rights to use the surface of the property to test for, explore, drill and/or otherwise remove the coal, gas, oil and other minerals. Third parties may have already tested, explored, drilled and/or removed, or may in the future, test for, explore, drill and/or remove, the coal, gas, oil and other minerals on the property. All of the foregoing is subject to change without notice.

Declarant does not make any representations as to the Buyer's ownership of subsurface rights or the rights of the Buyer to use the subsurface of the property for any purpose. Additionally, Declarant cannot and does not make any representations that current views and aesthetics will be maintained in the future as third parties may make use of the property or surrounding properties to test for, explore, drill and/or remove coal, gas, oil and other minerals.



For more information or to determine who owns the various coal, gas, oil and other mineral interests under the Property, the Buyer should contact a lawyer or title company with expertise in this area. For additional information regarding deep shale gas ownership, exploration and drilling, Buyers may also contact the Pennsylvania Bureau of Oil and Gas Management ([www.dep.state.pa.us/dep/deputate/minres/oilgas/oilgas.htm](http://www.dep.state.pa.us/dep/deputate/minres/oilgas/oilgas.htm)), or similar online resources.

Declarant does not make any representations regarding the maintenance of current views or the uses that may be made by third party landowners located in the area near the Property.

Declarant does not make any representations regarding whether a Unit Owner will be required to obtain Flood Insurance in addition to the Blanket Policy maintained by the Association, or the amount of Flood Insurance Coverage that a Unit Owner will be required to obtain. A Unit Owner is strongly encouraged to discuss this matter with their Insurance Agent and/or lender (if any) prior to executing an Agreement of Sale.

The Agreement of Sale provides that the Purchaser must commence an action within one (1) year after the settlement date on the home. The Agreement of Sale also provides that the Parties have agreed to binding arbitration to resolve any disputes that they may have. You are encouraged to familiarize yourself with these terms prior to executing the Agreement of Sale, and to seek legal advice regarding the implications of the same.

## **XXI. GENERAL INFORMATION**

Any information or data regarding Planned Community not presented in this Public Offering Statement or contained in the Exhibits must not be relied upon. No person has been authorized by Declarant to make any representation not expressly contained herein. This presentation may not be changed or modified orally. Any information, data or representation not contained in this Public Offering Statement, or in the documents referred to in this Public Offering Statement, may not be relied upon for any purpose.

Declarant reserves the right to change the terms of this Public Offering Statement as they affect potential Purchasers not then under contract, provided, however, that any such change shall not affect the substance of the Public Offering Statement with respect to prior Purchaser or Purchaser under contract, nor shall such change affect the Percentage Interests in the Common Elements.

IN WITNESS WHEREOF, the said Riverplace Developer, LLC, has caused its name to be signed to these presents by its authorized representative on this \_\_\_\_\_ day of August, 2019.

WITNESS \ ATTEST:

RIVERPLACE DEVELOPER, LLC  
a Pennsylvania limited liability company

BY: LAUREL RIVERPLACE, LLC  
Its: Manager Member

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_