

Declaration of Planned Community



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2019-6568

BK-DE VL-17545 PG-387

Recorded On: March 13, 2019

As-Deed Agreement



Parties: ZOKAITES PROPERTIES L P

To ZOKAITES PROPERTIES L P

of Pages: 34

Comment: DECLARATION

***** THIS IS NOT A BILL *****

Deed Agreement	166.75
	0
	0
Total:	166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 03-13-2019 / Belinda Gibbs
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

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ZOKAITES PROPERTIES L P
 375 GOLFSIDE DR
 WEXFORD PA 15090



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

***DECLARATION OF PLANNED
COMMUNITY***

OF

***OAKMONT HEIGHTS
at PLUM BOROUGH***

a Planned Community

By

Plum Property Associates, Inc.

Mail to:

Zokaites Properties, LP
375 Golfside Drive
Wexford, PA 15090

2/12/19

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Exhibit A	Easements
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***DECLARATION OF PLANNED
COMMUNITY
OF
OAKMONT HEIGHTS
a Planned Community***

**ARTICLE I
SUBMISSION; DEFINED TERMS.**

Section 1.1 Declarant; Property. Zokaites Properties, LP, a PA Limited Partnership (the "Declarant"), is the owner of the real estate described as follows:

All those certain Lots or pieces of ground known as Parcel A in the Plum/Hetrick Plan situate in Plum Borough (the "Municipality"), Allegheny County, Pennsylvania, appears of record in the Recorder of Deeds Office of Allegheny County, Pennsylvania, ("Recorded") on or about July 25, 2012 in Plan Book Volume 249, Page 16 - 17, hereinafter "Real Estate." Being approximately 51.92 acres, m/l.

The Declarant hereby submits the Real Estate, subject to and including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniformed Planned Community Act, Pa. C.S.A. § 5101 et. seq., as amended, (the "Act"), and hereby creates a planned community to be known as "Oakmont Heights" (the "Planned Community") and the Property shall be held, sold, conveyed and governed pursuant to and subject to the Declaration and the Act which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1.2 Easements. The Property is subject to the items set forth on Exhibit "A" hereto and is hereby submitted to the Act together with and subject to the same.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.

1.3.2 The following terms if used or defined in general terms in the Act shall have specific meanings herein as follows:

1.3.3 "Association" shall mean and refer to the Oakmont Heights Home Owners Association, Inc., a Planned Community Association, its successors and assigns.

1.3.4 "Board of Directors" or "Board" means the Board of Directors of the Association.

1.3.5 "Builder" means Maronda Homes, Inc., a corporation, its successors and assigns or any entity that builds at least three (3) units.

1.3.6 "Common Property" or "Common Element" is all portions of a Planned Community other than the units.

1.3.7 "Common Expenses" are expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

1.3.8 "Common Expense Liability" is the liability for common expenses allocated to each Unit.

1.3.9 "Controlled Property" or "Controlled Elements" shall include all parts of the Units that are controlled by the Association.

1.3.10 "Convertible Real Estate" is that land within which additional Units may be created,

1.3.11 "Declarant" shall mean and refer to Zokaites Properties, LP., a Pennsylvania limited partnership, its successors and assigns.

1.3.12 "Declaration" shall mean and refer to this Declaration of Planned Community which includes Covenants, Conditions, and Restrictions applicable to the Property.

1.3.13 "Limited Common Property" or "Limited Common Element" is a portion of the Common Property reserved for the exclusive use of one unit. There is no Limited Common Property in the Planned Community.

1.3.14 "Municipality" shall mean and refer to Plum Borough, a Pennsylvania Municipality.

1.3.15 "Owner" or "Unit Owner" shall mean and refer to one or more persons or entities to whom ownership of a unit has been conveyed, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.3.16 "Percentage Interest" shall mean each Unit Owner's undivided ownership interest in the Common Property, share of all votes of Unit Owners and share of

Common Expense Liability appurtenant to each Unit, as the same may be amended from time to time.

1.3.17 "Property" shall mean and refer to that certain real property described herein.

1.3.18 "Plats and Plans" means the Plats and Plans filed in the Recorder's Office as the same may be amended from time to time.

1.3.19 "Unit" or "Lot" shall mean and refer to a portion of the Planned Community designated for separate ownership generally used to contain a home, the boundaries of which are described herein.

1.3.20 "Withdrawable Real Estate" is real estate that may be withdrawn from the Planned Community.

**ARTICLE II:
PLATS & PLANS, BOUNDARIES, UNIT IDENTIFICATION.**

Section 2.1 Plats and Plans. Declarant has received or will receive final approval of the plats and plans from the Municipality with respect to the Units described herein. The plats and plans contain all the information required by the Act. All of the site improvements shown on the plats and plans MUST BE BUILT by the Declarant, but only as required to service units that are actually built. Dwelling structures shown on the plans NEED NOT BE BUILT. The remaining Buildings, Units and land constitute Convertible Real Estate or Withdrawable Real Estate that may be converted to additional Units, to less Units, or withdrawn at the option of the Declarant as more fully described herein.

Section 2.2 Unit Boundaries. The location of each Unit is shown on the Plans. Unit sidelines between Units are to the centerline of the demising wall between Units. Each Unit also includes all mechanical systems and utility connections to the point of connection to the public or private utilities.

Section 2.3 Relocation of Unit Boundaries; Subdivision and Conversion. Subject to the Special Declarant's Rights described herein, the Units shall not be further subdivided.

Section 2.4 Unit Identification/Percentage Interest. Attached hereto as Exhibit "B" is a schedule of all Units by identifying number. The Percentage Interest for a Unit is determined by dividing a Unit by the total number of Units that have been conveyed to an owner and have a house created thereon including Units that have been created from the Convertible Real Estate after such conversion.

Section 2.5 Maximum Number of Units. The maximum number of Units that may be created in the Planned Community, including the Convertible Real Estate, is 150.

ARTICLE III:
CONTROLLED ELEMENTS AND OBLIGATIONS.

Section 3.1 Controlled Elements.

(a) The following shall be Controlled Elements: All Units and all improvements thereon and the exteriors of all Units now or hereafter erected thereon and anything that is a part of or is attached to said exteriors (but excluding the interiors of the Units) and including but not limited to all brick, siding, paint, roofs, gutters, downspouts, light fixtures, windows, doors, porches, patios, balconies, decks, shutters, chimneys, antennas, satellite dishes, and all yards, open spaces, grass, shrubs, trees, exterior landscaping and plantings, flowerbeds, fences, sidewalks, driveways, access driveways and structures. Each Unit, except the interior of a dwelling thereon, shall be subject to control and regulation by the Association.

(b) Obligations of the Association with Regard to Controlled Elements. Each Unit Owner is responsible for maintenance, repair and replacement of his Unit and the interior of his Unit. The Association shall be responsible for the following in connections with the Controlled Elements of a Unit after a Unit is assessed:

- (1) Grass cutting, trimming, and maintaining of the front yards, rear yards beyond any privacy fences, and side yards of each unit;
- (2) Mulching of areas in front, rear and side yards of the Units as mulched originally by the Declarant;
- (3) Maintenance, trimming, pruning, removal and replacement but not watering of trees, shrubs and other plantings as originally installed by the Declarant;

(c) Access. Each Unit Owner shall afford to the Association and the other Unit Owners and to their agents or employees, access through his Unit reasonably necessary for those purposes. If damage is inflicted on the Common Property or any unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair thereof.

ARTICLE IV:
COMMON PROPERTY AND OBLIGATIONS

Section 4.1 Common Property

(a) The following shall be Common Property: Common area land, the entrance monument, private storm systems, street signs, cluster mailboxes, sidewalks, walking trails, landscaping and retaining walls; all of which shall be subject to the ownership, control, operation, maintenance, repair and replacement by the Association.

(b) Obligations of the Association with Regard to Common Property. The Association is responsible for maintenance, repair and replacement of the Common Property including:

- (1) Grass cutting, trimming, and maintaining of the Common Property;
- (2) Maintenance, trimming, pruning, removal and replacement but not watering of trees, shrubs and other plantings on the Common Property;
- (3) Maintenance, including snow removal, repair, re-surfacing, and replacement of the community parking areas;
- (4) Inspection and maintenance of storm water collection, infiltration, and retention systems as required by governmental agencies;
- (5) Maintenance, repair and replacement of the cluster mail box units, entrance monuments, signs and all other common property;
- (6) Such other obligations as may be imposed by the Declaration, By-Laws, Storm Water Management Agreements, Board of Directors, or the Act.
- (7) Adjacent Property Buffer Area. The Association is responsible to preserve, maintain, repair and replace the planting and natural vegetation that is located along the property lines of the Planned Community. The minimum standard of planting must at least equal the plantings that are required by the Municipality and shown on the approved development plans. The Association has the right to exceed the minimum standard, if it so chooses.

Section 4.2 Streets and Road Rights of Way.

(a) The Association is responsible for the snow and ice removal and maintenance of the streets in the property until such time as those services are provided by the Municipality.

(b) The Association is responsible for maintaining and cutting grass and vegetation in the street right of way areas, i.e., the space between the paved street and unit lot lines.

Section 4.3 Perimeter Setback. There is a perimeter setback that surrounds the property as is marked on the Recorded Plan. No structures such as parts of units, covered or enclosed patios or sun rooms may be constructed in the setback area. The concrete patios that may be construct within the setback area are allowed, but cannot be covered or enclosed.

Section 4.4 Storm Water Management.

(a) In accordance with the Municipality storm water ordinances, the Declarant or Association may enter into a Recorded maintenance agreement with the Municipality and/or the PA DEP that covers all the storm water control facilities of the Planned Community. This agreement would have the following general provisions:

(1) The Declarant, or the Association after conveyance, shall maintain all facilities in accordance with the approved maintenance schedule and shall keep all facilities maintained in a safe and attractive manner;

(2) The Declarant, or the Association after conveyance, shall convey to the Municipality easements and/or rights of way to assure access for periodic inspections by the Municipality and maintenance if required;

(3) The Declarant, or the Association after conveyance, shall keep on file with the Municipality the name, address and telephone number of the person or company responsible for maintenance activities. In the event of a change, new information shall be submitted to the Municipality within ten days of the change.

(4) The Declarant, or the Association after conveyance, shall establish maintenance funds or other financing sources, in accordance with the approved maintenance schedule; and

(5) If the Declarant, or the Association after conveyance, fails to maintain the storm water control facilities, following due notice by the Municipality to correct the problems, the Municipality may perform the necessary maintenance or corrective work. The Declarant, or the Association after conveyance, shall reimburse the Municipality for all costs.

(b) Until such an agreement is signed, or if such agreement is never signed, the Declarant, or the Association after conveyance, shall fully comply with all of the requirements of this section above.

**ARTICLE V:
ASSESSMENTS AND LIEN FOR ASSESSMENTS.**

Section 5.1 Assessment for Common Expenses.

(a) When Made. Assessments shall be made at least annually, based on a budget adopted by the Board at least annually. Units are not assessed or maintained and shall not receive services until occupied by people, or nine (9) months after conveyance of a Unit to a non-related third party by the Declarant, whichever occurs first.

(b) Exception. Model homes that are owned by the Declarant or a Builder are not subject to assessments. The Declarant may from time-to-time rent or otherwise

occupy Units that it owns. The Declarant has the right to either maintain those Units and not be subject to assessments, or may elect to pay assessments and have those Units maintained by the Association.

(c) Resale Assessment. Except for the initial sale to a Builder, upon any conveyance or re-conveyance or re-sale of a Lot, the initial Purchaser and every resale Purchaser shall pay a conveyance assessment of three times the current monthly assessment. Lots are not assessed monthly assessments and do not receive maintenance or other services until they are first conveyed by a Builder.

(d) Allocation and Interest. Except for assessments under Subsection (e and f), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of Common Expenses and in accordance with Subsection (d and e) in the case of Special Allocation of Expenses. Any late payment of any assessment or installment thereof shall bear interest at the rate of twelve (12%) percent per year unless the Board establishes a lower or higher rate. Any assessment or installment more than fifteen (15) days late thereof shall be subject to a late charge of \$25.00 unless the Board establishes a lower or higher late charge.

(e) Special Allocations of Expenses. If the negligence or misconduct of any Unit Owner, or his family, guests or invitees causes a Common Expense, the Association may assess that expense exclusively against his Unit as a Special Assessment.

Section 5.2 Reserve Assessments. Each Unit that is assessed as is provided for in Section 5.1(a) herein on the first day of January of any given year shall be subject to and shall pay a Reserve Assessment initially in the same amount as the then current monthly assessment on the first day of July of each year. The Reserve Assessment amount may be adjusted by the Board.

Section 5.3 Lien for Assessments.

(a) General Rule. The Association has a lien on a Unit for any assessment levied against that Unit and for fines imposed against its Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

(b) Other Remedies Preserved. Nothing in this Section shall be construed to prohibit actions or suits to recover sums or to prohibit the association from taking a deed in lieu of foreclosure.

(b) Statement of Unpaid Assessments. The Association shall furnish to an Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit and any credits of surplus in favor of his Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Board and every Owner.

(d) Liens for Delinquent Assessments Any lien for more than six months of delinquent Common Expense Assessments or other charges that the Association has on a unit will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent Assessment was due.

A lien for a Common Expense or Reserve Assessment will not be affected by the sale or transfer of the unit estate, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for more than six months of Assessments that were payable before the foreclosure sale, but will not relieve any subsequent unit owner from paying further Assessments.

Section 5.4 Capital Improvements. The Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Property and improvements thereon, but any such special assessment shall require the approval of 67% of the Association. Nothing herein shall limit the authority of the Board to levy assessments for Common Expenses.

ARTICLE VI:

ALLOCATION OF VOTES; COMMON EXPENSE LIABILITIES; MAXIMUM NUMBER OF UNITS.

Section 6.1 Votes and Common Expense Liabilities. Each Unit (including all Declarant owned Units, and including non-assessed Units) shall have one vote in the Association. Each assessed Unit shall pay an equal percentage for common expenses.

Section 6.2 Lien and Personal Liability for Common Expense Liability. Any assessment shall be an assessment levied against such Units and a lien against the Unit(s) and the Owner from the time the assessment or fine becomes due.

Section 6.3 Maximum Number of Units. The maximum number of Units that may be created in the Planned Community is 150.

ARTICLE VII:

MONTHLY PAYMENTS, SUBORDINATION, ASSIGNMENT.

Section 7.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal quarterly installments in advance on the first day of each quarter including Special Allocation of Expenses. The board may determine a different payment schedule. Special

assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board.

Section 7.2 Subordination of Certain Charges. To the extent not inconsistent with Section 5.1, any fees, charges, late charges, fines and interest, which may be levied by the Board, shall be subordinate to the lien of a mortgage on a Unit.

Section 7.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Property, provided that any such assignment is authorized by the vote of not less than 67% of the members of the Board.

**ARTICLE VIII:
ENJOYMENT OF COMMON PROPERTY; MEMBERSHIP**

Section 8.1 Enjoyment of Unit by Owner. A Unit Owner shall have the exclusive right to the enjoyment of his Unit and all improvements thereon. A Unit Owner shall have the non-exclusive right to the enjoyment of the Common Property in conjunction with other Unit Owners. No Unit Owner shall in any way interfere with, obstruct or impede the use of any access driveway or lateral or other driveway into the dwelling of another Unit Owner.

Section 8.2 Membership. Every Unit Owner shall be a member of the Association. Membership may not be separated from ownership of a Unit.

**ARTICLE IX:
CONSTRUCTION; APPROVALS OF CHANGES TO UNITS.**

Section 9.1 New Construction. The Declarant shall have complete authority and discretion to control all construction in the Property. For all construction, if any, which is not to be constructed by Declarant, the owner shall submit plans, specifications and a landscaping plan to Declarant who shall have thirty (30) days to approve or disapprove same.

Section 9.2 Architectural Control. A Unit Owner may make improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Buildings. Except as set forth above, no building, construction, exterior addition or the installation or alteration of anything whatsoever (including color), that alters what was originally constructed by Declarant, may be made to the exterior of any Unit or on the Common Property by any Unit Owner, until the proposed plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same have been submitted to and approved by the Board.

Section 9.3 Discretion To Create Architectural Control Board. The Board may appoint an Architectural Control Board of three persons to perform the duties set forth above. The Declarant and any Builder approved by Declarant is not subject to the Architectural Control Board.

Section 9.4 Removal To Board. If the Board determines that a matter is appropriate for consideration by the Board, it may order the removal to it of such matter for determination by it, rather than by the Architectural Control Board.

Section 9.5 Overrule of Architectural Control Board. The Board may overrule, reverse or modify any decision of the Architectural Control Board within thirty (30) days after the Architectural Control Board renders its decision.

ARTICLE X:
USE AND OCCUPANCY RESTRICTIONS:

Section 10.1 Use and Occupancy Restrictions. The occupancy and use of the Units and Common Property shall be subject to the following restrictions:

(a) No Units shall be used for any primary purpose other than as a residence for the use of up to three non-related persons or one family. No profession or home industry shall be conducted in or on any part of a Unit without the approval of the Board.

(b) No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done on any Unit, which may become a nuisance to the neighbors.

(c) No exterior television antennas, large satellite dishes, or antenna towers are permitted except when located where it is not substantially visible from any street and are approved by the Board or the Declarant. Small satellite dishes measuring 40 inches across or less are permitted provided it is located where it is the least visible and most unobtrusive when viewed from the street, such as on a rear roof of the Unit. All wiring for such dishes must be concealed and within the walls of the unit.

(d) No outside storage upon any Unit for any vehicle, automobile, truck, tractor, motorcycle, all-terrain-vehicle, mobile home, boat, boat trailer, house trailer, or other transportation device of any kind for more than seven consecutive days, unless approved by the Board. No owners or tenants shall repair or restore any vehicle of any kind upon any Unit visible from any street. Vehicles may not be parked overnight on the streets. No motorcycles, motorbikes, all-terrain-vehicles, go-carts, snowmobiles or motor-powered vehicles shall be operated on any Common Property. This does not preclude licensed motorcycles, golf carts or the like from being operated on the Common Property as transportation. The Board may adopt rules and regulations concerning the operation of vehicles in the Planned Community.

(e) No sign of any kind shall be displayed to the public view on any Unit except one sign of not more than four (4) square feet advertising the Unit for sale or rent may be placed inside of a Unit visible from a window for a period not exceeding 120 days.

(f) No trees, shrubs or landscaping shall be removed from the Units or any Common Property without authorization of the Board except by Declarant. The Board may adopt additional rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property. Certain parts of the Planned Community may contain PA Jurisdictional Wetlands and/or streams as are delineated on the recorded Plan of the Planned Community. These wetlands and/or streams cannot be disturbed except as permitted by PA DEP regulations.

(g) Gardens and garden fences, not to exceed 150 square feet in size, may be constructed by a Unit Owner in his rear yard, subject however, to any Rules and Regulations that may be adopted by the Board.

(h) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit, except that a reasonable number of dogs, cats or other household pets may be kept; provided, further, they are not kept, bred, or maintained for any commercial purposes. The Board may adopt rules with regard to number and types of pets permitted, deposits and disposition of animal waste and other matters related to pets.

(i) All household pets must be kept leashed and attended when outside of the Unit. No pets shall be outside the residence except when the Unit Owner is outside with the pet.

(j) No lumber, material, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Unit except building materials during the course of construction of any approved structure.

(k) Trash, garbage or other waste shall not be kept except in sanitary containers fully concealed from public view except on collection days and shall be disposed of in such manner as prescribed by the Rules and Regulations adopted by the Board.

(l) No above ground or underground swimming pools shall be erected on any Unit. No hot tubs, spas or similar things shall be erected unless it is directly behind a Unit, and extends not more than fifteen (15) feet away from the Unit, and is approved by the Board or the Declarant.

(m) No storage tanks shall be permitted on any Unit.

(n) All valid laws, the Owner shall observe zoning ordinances and regulations of all governmental bodies having jurisdiction thereof.

(o) No structure of a temporary character, doghouse, fenced or unfenced dog run, animal pen, trailer, shack, garage, barn or other out-building shall be used on any Unit.

(p) No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from any balconies, patios, decks or porches if visible from the street. Balconies, porches, patios and decks shall be kept free and clear of rubbish, debris and other unsightly material.

(q) No Unit shall be occupied by more than two persons per bedroom.

(r) All Common Property shall be limited in use for recreational purposes subject to the provisions of this Declaration.

(s) No Units may be further subdivided without the consent of the Association and the Declarant.

Section 10.2 Board Rules and Regulations. The Board may promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property.

Section 10.3 Declarant Approval. So long as the Declarant owns any Units or any part of the Planned community, the Board must obtain the Declarants prior written approval to change, make or promulgate any Rule or Regulation under this Article.

ARTICLE XI: LEASING.

Section 11.1 Leasing of Units. A Unit Owner may lease or sublease his entire Unit at any time and from time to time provided that: (1) no Unit may be leased or subleased for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by this Declaration, the Bylaws and Rules and Regulations, and a default hereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE XII: SPECIAL DECLARANT RIGHTS.

Section 12.1 Reservation. Notwithstanding anything herein to the contrary, Declarant reserves all Special Declarant Rights allowed in the Act, included an unlimited right to maintain offices, model homes, storage of materials, equipment, fuel, signs, refuse and etc. in and on the Property.

Section 12.2 Utilities for Construction. The Declarant shall have the right to use nominal amounts of the Association utilities, such as water, electricity and etc., as is reasonably required for the construction and maintenance of the Units and Property. The Association shall not be required to obtain or pay for any additional service such as temporary power poles, etc.

Section 12.3 Declarant Assignment. The Declarant reserves the right to assign the Declarant's rights in full or in part, or in addition here to, to any additional or replacement declarant, or to any builder that is constructing a Unit on the Property.

Section 12.4 Reservation to Convert or Withdraw Real Estate. Declarant reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to convert or withdraw all or any portion of the Convertible Real Estate, Withdrawable Real Estate, Units, Common Property, or any combination thereof from time to time in compliance with the Act without the consent of any Owner or holder of a mortgage. Declarant reserves the right to convert or withdraw any or all portions of the Convertible or Withdrawable Real Estate at any time, without limitation and without any requirement that any other real estate be converted or withdrawn.

Section 12.5 Assurances. If the Convertible Real Estate is converted, the Buildings on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. The maximum number of Units that may be created within the Convertible Real Estate is 150. If converted, the Convertible Real Estate will only be used for residential purposes. Declarant reserves the right to designate Common Property in the Convertible Real Estate and to make improvements. If Units are created in the Convertible Real Estate, each Owner shall be a member of the Association, each new Owner shall have one vote in the Association and each Owner shall have equal Common Expense Liability with all other Owners. All restrictions in this Declaration shall apply to Units created in the Convertible Real Estate. No assurance is given as to size, style, materials or quality of construction for Units on the Convertible Real Estate.

ARTICLE XIII:
ADDITIONAL EASEMENTS:

Section 13.1 Unit Owner General Easement Each Unit owner hereby holds a non-exclusive easement over all of the Common Property for his use and enjoyment of the Common Property, subject only to temporary restrictions that may be placed by the Association for failure to pay assessments or failure to abide by the Associations Rules.

Section 13.2 Declarant General Easement. Declarant reserves an easement on, over, and under the Property as may be reasonably necessary for the purpose of completing the development or exercising Special Declarant Rights including easements in the converted or withdrawn real estate.

Section 13.3 Utility and Parking Easements. The Units and Common Property shall be, and are hereby, made subject to a blanket easement in favor of the Association, the Declarant, other Unit Owners, appropriate utility and service companies and

governmental agencies or authorities for such utility and service lines, equipment and common parking areas as may be necessary or desirable to serve any portion of the Property. Any facility shall be located so as not to materially interfere with the use or occupancy of any dwelling.

Section 13.4 Right of Entry for Project Maintenance. The Association has a right of entry on any Unit to perform emergency repairs or to do other work necessary for the maintenance of the Planned Community. In addition, the Association has the right to grant permits, licenses, and easements over the Common Property for utilities, roads, and other purposes necessary for the proper operation of the Planned Community.

Section 13.5 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Property for the purpose of maintaining and correcting drainage of surface water. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

Section 13.6 Utility Connections. Declarant shall have the right to connect utilities from the other parts of the Planned Community in order to furnish utility services to such other parts.

Section 13.7 Encroachments. To the extent that any Unit or Common Property encroaches on any other Unit or Common Property, a valid easement for the encroachment and its maintenance exists.

Section 13.8 Dwellings and Party Walls.

(a) To the extent that any common or party wall between dwellings or any part of a Unit encroaches upon an adjoining Unit, the encroaching Unit shall have a valid perpetual easement, to the extent of such encroachment, which shall inure forever to the benefit of such encroaching Owner, his heirs and assigns.

(b) If it becomes necessary or desirable to repair or rebuild the whole or any portion of said common or party wall, the expense of such repairing or rebuilding shall be borne equally by the adjoining Unit Owner and, if re-erected, shall be built on the same spot on the same line and be of the same size and the same or similar material and of like quality. However, if the act or omission of one Owner damages the party wall, that Owner shall be solely responsible for the entire repair and cost thereof.

(c) An Owner who, by his negligent or willful acts, causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(d) This Article shall not diminish any rights of an encroaching party under the laws of the Commonwealth of Pennsylvania with regard to party walls.

**ARTICLE XIV:
APPOINTMENT OF BOARD MEMBERS.**

Section 14.1 Appointment of Board Members.

(a) All Owners shall be members of the Association and shall be entitled to one (1) vote per Unit. In addition, the Declarant shall be entitled to one (1) vote for each unsold Unit that it owns and for each Unit that has not been built in the Plan and the Convertible Real Estate.

(b) Declarant has appointed three (3) members to the Board.

(c) No later than sixty (60) days following conveyance of 25% of the Units that may be created by Declarant, at least one (1) director shall be elected by the Unit Owners other than the Declarant.

(d) No later than the earlier of (i) seven years after the date of the recording of the first deed conveying a Unit, or (ii) 180 days after conveyance of 75% of the Units that may be created by Declarant, all members of the Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new, three member Board. Declarant may not unilaterally remove any members of the Board of Directors elected by Unit Owners other than Declarant.

(e) After there are 60 or more Units that are owned by Owners other than the Declarant, the board of Directors may be increased to five (5) Directors by a vote of 60% of the Association and the consent of the Declarant.

(f) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before sale of 75% of the Units. In that event the Declarant may specify that actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

**ARTICLE XV:
AMENDMENT OF DECLARATION.**

Section 15.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified the Act and the express provisions of this Declaration.

Section 15.2 (a) Number of Votes Required. Subject to subsection (d) below, the Declaration may be amended by vote of at least 67% of the Association and the consent of the Declarant.

(b) Limitation of Action to Challenge Amendment. No action to challenge the validity of an amendment adopted by the Association or Declarant may be brought more than one year after the amendment is recorded.

(c) Recording Amendment. Every amendment to the Declaration shall be recorded in the County records. An amendment is effective only upon recording.

(d) When Unanimous Consent or Declarant's Joinder Required. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant's Rights or change the boundaries of any Unit, the Common Property interest, Common Expense Liability or voting strength allocated to a Unit, or the uses to which any Unit is restricted without unanimous consent of the Unit Owners that are affected. In addition, no Declaration provisions pursuant to which any Special Declarant's Rights have been reserved shall be amended without the express written joinder of the Declarant.

(e) Technical Corrections. Except as otherwise provided herein, if any amendment to the Declaration is necessary in the judgment of the Board or Declarant in the case of any of the following:

- (1) Cure an ambiguity or mistake;
- (2) Correct or supplement any provision of the Declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration; or
- (3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in Planned Community projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation;

Then the Board or Declarant may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of liens on the planned community, upon receipt of an opinion from legal counsel to the effect that the proposed amendment is permitted by the terms of this Subsection.

Section 15.3 Rights of Secured Lenders. Subject to the limitations imposed by the Act, no amendment may be made without the prior written approval of all record holders of first mortgages on units if and to the extent that such approval is required by the Act. Any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the

Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

**ARTICLE XVI:
MORTGAGES, RIGHTS OF MORTGAGEE:**

Section 16.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Board may not voluntarily encumber his or her Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgage shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damages to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Planned Community or determination not to restore or replace the affected Unit. The Secretary of the Board shall instruct the insurer of the Property to add the name of the Permitted Mortgage to the mortgage loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgage with a Certificate of Insurance showing that the Permitted Mortgage's name has been so added.

Section 16.2 Rights of Mortgagees. Upon the written request of a Permitted Mortgagee, the mortgagee shall be entitled to receive copies of budgets, notices of assessment, reports, notices of meetings, any notice required by FNMA or FHLMC, or any other notices or statements provided under this Declaration by the Board to the Unit Owner.

The mortgage and guarantor of the mortgage on any unit in the Planned Community has the right to a timely written notice of any condemnation or casualty loss that affects either a material portion of the Planned Community or the unit securing its mortgage.

**ARTICLE XVII:
TERMINATION OF PLANNED COMMUNITY.**

Section 17.1 Requirements. Until December 31, 2080, the Planned Community may be terminated only by agreement of Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Any such terminations must also have the written consent of both the Municipality and the Declarant, so long as Declarant owns any Unit or Convertible Real Estate and is further subject to the rights of mortgage holders as defined herein.

**ARTICLE XVIII:
RULES AND REGULATIONS, FINES.**

Section 18.1 Adoption; Fines. The Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations herein. The Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Such rules and regulations shall be binding on all Unit Owners, their families, guests, invitees and agents, unless canceled or modified by vote of at least 67% of the Association and the consent of the Declarant. The Board shall have authority to impose reasonable monetary fines and other reasonable sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations. So long as the Declarant owns any Units or any part of the Planned community, the Board must obtain the Declarants prior written approval to change, make or promulgate any Rule or Regulation under this Article. The Declarant is not subject to fines or sanctions.

**ARTICLE XIX:
VIOLATIONS.**

Section 19.1 Enforcement. The Association, the Declarant or any Unit Owner shall have the right to enforce by proceedings at law or in equity, the covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in the Declaration, By-Laws or Rules and Regulations. The expense of enforcement by the Association (including reasonable attorneys' fees) shall be chargeable to the Unit Owner violating such provision, and shall constitute a lien on the Unit. Before an individual Unit Owner may act to enforce any provisions of this Declaration, the By-Laws or Rules and Regulations, written notice must be given to the Board and the Association given a reasonable opportunity to take appropriate action.

**ARTICLE XX:
INSURANCE**

Section 20.1 Insurance.

- a. The Association shall maintain all insurance as is required by Section 5312 of the Act.
- b. The Association must maintain a "master" or "blanket" type of insurance policy, with at least "broad form" extended coverage, with premiums being paid as a Common Expense.

c. To the extent that insurance is available, the policy must insure all of the Common Property for 100% of replacement cost. The policy must insure the personal property owned by the Association.

d. The Association must maintain a comprehensive general liability policy with at least \$1,000,000.00 of combined single limit coverage.

e. The Association, or its management company, if any, must maintain blanket fidelity insurance coverage at least in the amount the funds that it holds or controls.

f. Any proceeds from any insurance payment will be disbursed as required by the Act.

g. Each Unit Owner is required to obtain and maintain their own liability and property insurance.

ARTICLE XXI **OTHER PROVISIONS**

Section 21.1 Severability. Invalidation of any one of the provisions hereof or any part of any provision hereof shall in no way affect the remainder of the provision or any other provision which shall remain in full force and effect. In the event the Act creating planned communities is declared invalid, a common law community services association shall exist.

Section 21.2 Waiver of Use. No Unit Owner may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Unit owned by him from the liens and charges hereof, by abandonment of his Unit or by any conveyance or covenant severing the rights and benefits from the Unit. Said charge, lien or assessment shall be, in addition to being an obligation running with the land, a personal obligation of the Unit Owner at the time of the assessment levy and not subject to set-off or counterclaim.

Section 21.3 Person and Gender. As used in this Declaration, the word person or reference to a person shall mean and include a natural person, corporation, partnership, trust or other entity or any combination thereof; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean or include any other gender.

Section 21.4 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

Section 21.5 Matters of Dispute. Matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be binding except that this Section shall not apply to Declarant.

Section 21.6 Conflict with Declaration. In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

IN WITNESS WHEREOF, the said Zokaites Properties, LP., has executed these presents on this 6TH day of MARCH, 2019.

ATTEST:

Zokaites Properties, LP.
a Pennsylvania Limited Partnership

Debbie Busch
Secretary

By [Signature]
Frank R. Zokaites, President of
Zokaites Contracting, Inc., the sole
General Partner of Zokaites Properties, LP

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

On this 6th day of March, 2019, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared FRANK R. ZOKAITES who being duly sworn according to law deposes and says that he is the President of Zokaites Contracting, the sole General Partner of Zokaites Properties, LP and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Regis J. Kowalski, Notary Public
Baldwin Boro, Allegheny County
My Commission Expires Feb. 4, 2029
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the said Maronda Homes, Inc., owner of Oakmont Heights Phase I, Lots 114 and 115 has executed these presents on this 6th day of March, 2018.

ATTEST:

Maronda Homes, Inc.
a Pennsylvania Corporation

Kelly A. Campbell
Asst. Secretary

By Robert Mihok
~~Ron Wolf~~ Robert Mihok

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

:SS.

COUNTY OF ALLEGHENY :

On this 6th day of March, 2018, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Robert Mihok ~~Ron Wolf~~ who being duly sworn according to law deposes and says that he is the President of Maronda Homes, Inc., and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and seal.

Commonwealth of Pennsylvania - Notary Seal
Kelly A. Campbell, Notary Public
Allegheny County
My commission expires January 20, 2022
Commission number 1221216
Member, Pennsylvania Association of Notaries

Kelly A. Campbell
Notary Public
My Commission Expires: 1/20/22

OAKMONT HEIGHTS

a Planned Community

EXHIBIT "A" to the DECLARATION

LIENS AND ENCUMBRANCES

1. All matters set forth on Plum/Hetrick Plan of Lots recorded on July 25, 2012 Plan Book Volume 249, Pages 16 through 17.
2. All matters set forth on the Oakmont Heights P.R.D. Plan – Phase I recorded on April 9, 2018 in Plan Book Volume 296, Page 89.
3. All roads, public or private, affecting the premises.
4. All matters including exception and prior reservation of all of the oil, gas and other minerals underlying the subject premises, provided however that any lease with a third party for drilling or removal of gas and/or minerals from the Land that Grantors may enter, shall permit subsurface drilling only through the use of horizontal or similar drilling methods such that no wells, drilling equipment and other equipment, and no activity whatsoever shall be permitted on the surface of the land as recited in Deed Book Volume _____, Page _____.
5. All deeds for the property will contain the following clause:

EXCEPTING AND RESERVING TO GRANTOR all rights to all coal, oil, gas and other mineral interest and any contracts affecting said mineral interests that may be found on or below the surface of the property, or otherwise, including, but not limited to all mineral interest as to coal, oil and gas to the extent that it owns any such interests.
6. Highway occupancy permit between Pennsylvania Department of Transportation and Plum Property Association recorded July 21, 2006 in Deed Book Volume 12925, page 24.
7. Right of way from Zokaites Properties, LP to Duquesne Light Company dated July 7, 2017 and recorded in Deed Book Volume 16875, page 279.
8. Right of way from Zokaites Properties, LP to Plum Borough dated July 5, 2017 and recorded in Deed Book Volume 16876, page 378.
9. Easement and Right of way granted unto Peoples Natural Gas Company dated the 20th day of July 2018 and recorded or to be recorded in the Department of Real Estate for Allegheny County Pennsylvania in DBV 17292 Page 513).

10. Easement and Right of way granted unto _____ Sanitary Authority dated the ____ day of _____ 201____ and recorded or to be recorded in the Department of Real Estate for _____ County Pennsylvania in Instrument No _____ (DBV _____ Page _____).
11. Stormwater Maintenance Agreement granted to Plum Borough dated the 5th day of July, 2017 and recorded in the Department of Real Estate for Allegheny County Pennsylvania in Deed Book Volume 16876, page 378. See Section 7 herein.
12. Post Construction Stormwater Management Agreement to Commonwealth of Pennsylvania Department of Environmental Protection dated _____, 201____ and recorded in the Department of Real Estate for _____ County Pennsylvania in Deed Book Volume _____, page _____. See Section 7 herein.
13. National Pollutant Discharge Elimination System Post Construction Storm Water Management Recording Plan as recorded on _____, 201____ in the Department of Real Estate for _____ County Pennsylvania in Deed Book Volume _____, page _____.

OAKMONT HEIGHTS
a Planned Community

EXHIBIT "B" to DECLARATION

Phase I

Lot	Street Address	Tax ID #
101	200 Olivia Drive	
102	202 Olivia Drive	
103	204 Olivia Drive	
104	206 Olivia Drive	
105	208 Olivia Drive	
106	210 Olivia Drive	
107	212 Olivia Drive	
108	214 Olivia Drive	
109	216 Olivia Drive	
110	218 Olivia Drive	
111	220 Olivia Drive	
112	222 Olivia Drive	
113	201 Olivia Drive	
114	203 Olivia Drive	
115	205 Olivia Drive	
116	207 Olivia Drive	
117	209 Olivia Drive	
118	211 Olivia Drive	
	Parcel C-R	
	Parcel A	

OAKMONT HEIGHTS
a Planned Community

EXHIBIT "B" to DECLARATION

Phase II

Lot	Street Address	Tax ID #
220	Olivian Street	
221	Olivian Street	
222	Olivian Street	
223	Olivian Street	
224	Olivian Street	
225	Olivian Street	
226	Olivian Street	
227	Olivian Street	
228	Olivian Street	
229	Olivian Street	
230	Olivian Street	
231	Olivian Street	
232	Olivian Street	
233	Olivian Street	
234	Olivian Street	
235	Olivian Street	
236	Olivian Street	
237	Olivian Street	
238	Olivian Street	
239	Olivian Street	
240	Olivian Street	

Amendments to Declaration

OAKMONT HEIGHTS

A Planned Community

August 20, 20`8

There are currently no Amendments to the Declaration