

**DECLARATION OF PLANNED
COMMUNITY
OF
BROADVIEW ESTATES
a Planned Community**



I hereby CERTIFY
that this document is recorded
in the RECORDERS OFFICE
of Westmoreland County
Pennsylvania

Frank Schiefer

Frank Schiefer • Recorder of Deeds

**ARTICLE I:
AMENDMENT; SUBMISSION; DEFINED TERMS.**

Section 1.1 Declarant; Property. Broadview Estates LP (the "Declarant"), is the owner of the Real Estate described as follows:

See Attached Legal Description.

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 Uniform Planned Community Act, Pa. C.S.A. § 5101 et. seq., as amended, (the "Act"), and hereby creates a planned community to be known as "Broadview Estates", (the "Planned Community") and the Property shall be held, sold, and 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" and is hereby submitted to the Act subject to 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" or "Homeowners Association" shall mean and refer to Broadview Estates Homeowners 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.

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MAP 64-03-00-0-030

UPI 64-00203-00000
MAP 64-03-00-0-034

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1.3.5 "Builder" means any entity that purchases five (5) or more lots or units directly from the Declarant with the intention of constructing house on same.

1.3.6 "Common Property," "Common Facilities" or "Common Element" is all portions of a Planned Community other than the lots or 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 Lot or Unit.

1.3.9 "Controlled Property" or "Controlled Elements" shall include all parts of the Lots or 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 Broadview Estates, LP, a Pennsylvania limited liability company, 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 "Lot" means a parcel of land on which a detached, single family dwelling is or will be built.

1.3.15 "Municipality" means the local governing body such as a borough, township or city.

1.3.16 "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.

1.3.17 "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.

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

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

1.3.20 “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.

1.3.21 “Withdrawable Real Estate” is real estate that may be withdrawn from the Planned Community and consists of any property that has not been deed to an Owner.

**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 Plat 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 connections 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 Three Hundred (300).

**ARTICLE III:
CONTROLLED ELEMENTS AND OBLIGATIONS**

Section 3.1 Controlled Elements.

(a) All of the Lots and Units are Controlled Elements.

ARTICLE IV:
COMMON PROPERTY AND OBLIGATIONS

Section 4.1 Common Property

(a) The following shall be Common Property: Common area land, the entrance monument, the play park, private storm systems, private streets and street right-of-ways, 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) Maintenance and repair of the private sanitary sewer system, private storm sewer system and private fire hydrants.
- (5) Inspection and maintenance of storm water collection, infiltration, and retention systems as required by governmental agencies;
- (6) Maintenance, repair and replacement of the cluster mail box units, entrance monuments, signs and all other common property;
- (7) Such other obligations as may be imposed by the Declaration, By-Laws, Storm Water Management Agreements, Board of Directors, or the Act.

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 Storm Water Management.

(a) In accordance with the Municipality storm water ordinances and PA DEP regulations, the Declarant on behalf of the Association and/or Association shall enter into a recorded maintenance agreement with the Municipality and/or the PA DEP that covers all the storm water control facilities including the erosion and sedimentation controls of the Planned Community. This agreement would include the following general provisions:

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

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

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

(c) Irrevocable Limited Power of Attorney. The Declarant, the Association, and each Unit Owner hereby irrevocably appoints Frank R. Zokaite or his designee to be the Associations true and lawful attorney for the purpose of performing all things necessary to negotiate, execute and acknowledge all agreements, contracts, orders, deeds, writings, assurances and instruments relating in any manner to or for the storm water management facilities, controls, the NPDES permit, a transfer of the NPDES permit to the Association, or other similar permit in my Attorney's sole and absolute discretion or as required by any governmental agency, body, or municipality.

EACH OWNER BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DECLARANT, FRANK R. ZOKAITES AND ANY DESIGNEE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM THEIR ACTIONS UNDER THIS SECTION.

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

Section 5.1 Assessment for Common Expenses.

(a) Amount and Budget. Assessments shall be made at least annually, based on a budget adopted by the Board at least annually.

(b) Commencement. Units are assessed and maintained and shall receive services when occupied by people, or nine (9) months after conveyance of a Unit to a non-related third party by the Declarant, whichever occurs first. Until such time, Units are not assessed or maintained and do not receive services.

(c) Exception. Model homes that are owned by the Declarant or a Builder are not subject to assessments and shall not receive services. The Declarant or Builder may from time-to-time rent or otherwise occupy Units that it owns. The Declarant or Builder has the right to either maintain a Lot, Unit or Model Home that it owns and not be subject to assessments, or may elect to pay assessments and have those Lots, Units and/or Model Homes maintained by the Association.

(d) 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 (3) times the current monthly assessment.

(e) Allocation and Interest. Except for assessments under Subsections (b, c and f), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Lot under Section 6.1 in the case of Common Expenses and in accordance with Subsection (e) in the case of Special Allocation of Expenses. Any late payment of any assessment or installment thereof shall bear an 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.

(f) Special Allocations of Expenses. If the negligence or misconduct of any Unit Owner, or his family, guest 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.

(d) 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.

(e) Liens for Delinquent Assessments Any lien for more than six (6) 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 three hundred (300).

**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 wildlife 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) The Declarant submitted a Landscape plan to the Municipality as part of the plan approval process, and said plan is approved. The Lot or Unit owner is responsible to install and maintain all of the planting required by the Landscape plan that are to be on their Lot or Unit, and are between their Lot or Unit and front or side street. The tree species shall be selected from the Municipality's approved list of plants.

The trees, shrubs and landscaping required above must be installed on any given Lot or Unit within one (1) year of the date that an Owner or Builder first accepts a deed of conveyance for the Lot or Unit from the Declarant.

(h) Each Lot or Unit shall have an exterior post lamp, illuminated from dusk to dawn, with a high efficiency LED or equal light bulb.

(i) Gardens, not to exceed 200 square feet in size, and garden fences not to exceed 36" in height 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.

(j) 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.

(k) 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. No doghouse, fenced or unfenced dog run, animal pen or the like may be used on any Unit or Common Property.

(l) 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. 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.

(m) Storm Doors. Prefinished Aluminum, vinyl, PVC and the like storm doors are allowed. Colors of white, black and bronze are approved. Any combination of solid panel, clear glass and screen panel is approved. No lettering or logos are approved. Any other storm doors must be submitted to the Association for review and approval.

(n) In ground and above ground swimming pools must be located within the building set back lines and approved by the Board or the Declarant. No hot tubs, spas or similar things shall be erected on any Unit unless it is directly behind a Unit, and extends not more than twenty (20) feet away from the Unit, and is approved by the Board or the Declarant.

(o) No structure other than a single family dwelling shall be erected on any Lot except an architecturally compatible bath house if used in connection with an in ground swimming pool, an architecturally compatible picnic shelter, architecturally compatible storage building not to exceed eight one hundred twenty (120) square feet in size by ten (10) feet high or an architecturally compatible a detached garage may be constructed on detached single family lot. Architecturally compatible means of a design and use of materials that is similar to and complements the dwelling that is on the lot. There may only be one out-building on each lot. All detached structures must be approved by Declarant and Association and be located in the rear yard and as permitted by the municipal government.

(p) 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.

(q) 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.

(r) Fences: Notwithstanding any language to the contrary contained within this Declaration, fences are permitted within the Planned Community subject to the following:

(i.) Fences made of PVC, vinyl, powder coated aluminum, wrought iron, pressure treated and painted wood, and the like are allowed subject to the additional requirements herein.

(ii) No chain link (a/k/a cyclone or hurricane) fences, temporary fences, wood split rail fences, nor galvanized fences of any kind are allowed. Barbed wire, razor wire and similar fencing is prohibited.

(iii) Picket fences that are at least 70 percent open and up to four feet tall are allowed subject to the additional requirements herein. All such fences must be at least one foot from all property lines.

(iv) Solid panel fences up to five feet tall are allowed. Solid panel fences may have an additional one foot of a 75 percent open panel at the top for a total of six feet tall. Solid panel fences must be located at least seven feet from any side or rear lot line. Solid panel fences must be a minimum of 20 feet behind the front building setback line along the primary street and one foot behind the building line on corner streets and are subject to the additional requirements herein.

(v) Invisible underground fences are allowed. No approvals from the Board are necessary.

(vi) Garden fences are allowed and may be constructed to surround gardens and may be up to three (3) feet high. Garden fences may enclose up to 200 square feet of area and must be at least seventy percent (70%) open. No approvals from the Board are necessary.

(vii) Any enclosed fenced area must have at least one gate three feet wide or wider to provide access directly from a street.

(viii) The property owner is responsible to maintain any fence along with the area contained within any fence, without reduction in the HOA assessment.

(ix) All fences except invisible fences and garden fences require and are subject to prior approval of the Board and subject to all municipal requirements and may require a building permit from the local municipality.

(x) The Board by unanimous vote, and with the consent of the Declarant, may consider and grant variances from the within fence section.

(s) Each Lot shall have street trees in the front yard as required by the Landscaping Plan approved by the Municipality. The tree species shall be selected from the Municipality's approved list of plant materials. The trees required must be installed on any give Lot within one year of the date that an Owner or Builder first accepts a deed of conveyance for the Lot from Declarant.

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

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

(v) Special Enforcement Procedures: Should the Owner fail to complete and/or maintain the above required improvements including, but not limited to, lights, landscaping, and trees, paving and erosion and sedimentation controls, or violates the within covenants in any way, then the Declarant has the following rights:

(i) Authorization. Owner hereby irrevocably authorizes Declarant after thirty (30) days written notice of a default of Owner's obligations to enter onto the property and either Declarant or its agents, servants, or employees shall have the right to perform the improvements required. The Owner hereby irrevocably retains Declarant in the event of default of its obligations, to act as its contractor for the performance of the work necessary to complete the required improvements.

(ii) Payment for Work. Upon completion of the required improvements by the Declarant or its agents, servants or employees, Owner shall within ten (10) days of invoice, pay to Declarant the actual costs of said improvements plus twenty percent (20%) for Declarant's efforts in arranging for and completing the required improvements. Invoices not paid within ten (10) days of the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month.

(iii) Collection of Payment. In the event that Owner fails to make payment on invoice as required by these sections or Declarant is required to take any action to enforce these sections then Declarant shall be entitled to reasonable attorney's fees and court costs incurred in the enforcement or collection of any sums due.

(iv) Mechanics' Lien. Owner hereby acknowledges the intention of Declarant to complete the required improvements, Owner also acknowledges and agrees that the improvements are of a substantial and permanent character and constitute improvements under the Mechanics' Lien Law of 1963, 49 P.S. Section 1101 et. seq. ("Mechanics' Lien Act"). The improvements constructed by Declarant pursuant to this Section constitute an integral and material part of the buildings and other structures that have been constructed on the Lot. Owner acknowledges that Declarant shall have the right, pursuant to the Mechanics' Lien Act, to file a lien against the Lot upon which any work has been performed; and that Declarant shall have all rights available to it under the Mechanics' Lien Act.

ARTICLE X: DECLARANT RIGHTS.

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 260. 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.

**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 Release of Declarant. The Association and each Owner for themselves and each of their successors and assigns hereby remise, release, acquit, and forever discharges the Declarant and its subsidiaries, affiliates, officers, directors, employees, agents, heirs, executors, administrators and assigns, and anyone claiming by or through Declarant (collectively, "Declarant Party") from any and all claims and demands whatsoever, in law or in equity, which such party may have against the Declarant whether under this Declaration, the Public Offering Statement, By-Laws, any defects in workmanship to an Owner's unit (excepting for any warranties provided an Owner in the Purchase Agreement or any other such written agreement) or arising out of any other matter relating to a Unit, the Owner, the Association or the Property. Any person violating this provision shall reimburse Declarant its reasonable attorney fees as well as all costs incurred in any proceeding, including, but not limited to, paralegal fees, expert witness fees and costs, consulting and investigative fees and costs, photocopy costs, and long distance and travel costs.

Section 21.7 Choice of Law; Jurisdiction and Venue. This Declaration, Public Offering Statement, By-Laws and purchase agreement for a Unit shall be solely and exclusively governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and enforced in Allegheny County Pennsylvania.

Section 21.8 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 21.9 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 Broadview Estates, LP., has executed these presents on this 17 day of August, 2021.

ATTEST:

BROADVIEW ESTATES, LP
a Pennsylvania Limited Partnership

William B. Smith
Secretary

By: [Signature]
Frank R. Zokaite, President of
Leslie Road Associates LLC the sole General
Partner of Broadview Estate, LP

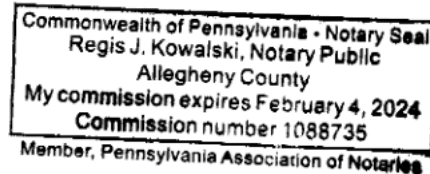
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF ALLEGHENY :

On this 18th day of August, 2021, 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 Leslie Road Associates LLC, the sole General Partner of Broadview Estates, 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.


 Notary Public
 My Commission expires



BROADVIEW ESTATES

a Planned Community

LEGAL DESCRIPTION

ALL those certain lots or pieces of ground situate in the Borough of New Stanton, County of Westmoreland County and Commonwealth of Pennsylvania bounded and described as follows:

Tract 1:

Beginning at a stone monument found, said stone monument being the northern most property corner; thence the following courses and distances:

1. S 31° 21' 54 " E, 1619.48 feet to a point along the northern right-of-way of Broadview Road, thence continuing along said right-of-way the following three courses and distances,
2. S 63° 12' 03" W, 452.36 feet to a point; thence,
3. S 65° 59' 23" W, 396.65 feet to a point; thence,
4. S 67° 41' 54" W, 509.17 feet to a point; thence leaving the Broadview Road right-of-way,
5. N 19° 03' 15" W, 1590.45 feet to a point; thence,
6. N 64° 22' 44" E, 1013.10 feet to a found stone monument; said stone monument being the place of beginning.

Containing 1,907,589.34 square feet or 43.7922 acres of land, more or less, within the bounds of this description.

Tract 2:

Beginning at a 5/8" rebar found along lands now or formerly of Philip P. Fox Et. Al., known as parcel 64-03-00-0-034, said rebar found just northwest of a stream culvert entrance which flows under Interstate I-70; thence the following courses and distances:

1. N 53° 54' 12" E, 313.00 feet to a point; thence,
2. N 29° 54' 12" E, 364.00 feet to a point; thence,
3. N 19° 03' 15" W, 343.31 feet to a point along the southern right-of-way of Broadview Road, thence continuing along said right-of-way the following two courses and distances,
4. N 67° 41' 54" E, 511.54 feet to a point; thence,
5. N 65° 59' 23" E, 47.44 feet to a point along the western right-of-way line of Marginal Road; thence along the western right-of-way of Marginal Road,
6. S 03° 25' 43" E, 752.15 feet to a point; thence leaving said right-of-way,
7. S 86° 34' 17" W, 225.00 feet to a point; thence,
8. S 03° 25' 43" E, 200.00 feet to a point; thence,
9. N 86° 34' 17" E, 225.00 feet to a point along the western right-of-way line of Marginal Road; thence along the western right-of-way of Marginal Road,
10. S 03° 25' 43" E, 200.72 feet to a point; thence,

BROADVIEW ESTATES
a Planned Community

LEGAL DESCRIPTION – PAGE 2

11. N 86° 34' 17" E, 50.00 feet to a point; thence leaving said right-of-way,
12. N 86° 34' 17" E, 200.00 feet to a point; thence,
13. N 03° 25' 43" W, 200.00 feet to a point; thence,
14. S 86° 34' 17" W, 50.00 feet to a point; thence,
15. N 03° 25' 43" W, 100.00 feet to a point; thence,
16. S 86° 34' 17" W, 150.00 feet to a point along the eastern right-of-way line of Marginal Road; thence along the eastern right-of-way of Marginal Road,
17. N 03° 25' 43" W, 871.65 feet to a point along the southern right-of-way of Broadview Road, thence continuing along said right-of-way the following two courses and distances,
18. N 65° 59' 23" E, 297.10 feet to a point; thence,
19. N 63° 12' 03" E, 31.38 feet to a point; thence leaving said right-of-way and continuing,
20. S 07° 24' 47" E, 357.34 feet to a point; thence,
21. S 03° 31' 47" E, 105.77 feet to a point; thence,
22. S 70° 41' 55" E, 528.38 feet to a point; thence,
23. S 08° 53' 05" E, 494.28 feet to a found 1" pipe; thence,
24. S 58° 59' 18" W, 701.97 feet to a point along the northern right-of-way of Interstate I-70, thence continuing along said right-of-way the following six courses and distances,
25. N 85° 11' 26" W, 145.33 feet to a point; thence,
26. N 78° 27' 08" W, 86.00 feet to a point; thence,
27. N 82° 53' 20" W, 334.13 feet to a point; thence,
28. N 84° 53' 25" W, 117.57 feet to a point; thence,
29. S 24° 08' 49" W, 25.71 feet to a point; thence,
30. N 79° 20' 56" W, 529.28 feet to a point; thence leaving the said right-of-way,
31. N 01° 59' 56" W, 134.42 feet to a found 5/8" rebar found, said rebar being the point of beginning.

Containing 1,453,129.66 square feet or 33.3593 acres of land, more or less, within the bounds of this description.

BEING designated as part of Map No. 64-03-00-0-030-00-00

BROADVIEW ESTATES

a Planned Community

EXHIBIT "A" to the DECLARATION

LIENS AND ENCUMBRANCES

1. All matters set forth on Broadview Estates Plan of Lots of record in Records Office of Westmoreland County, Pennsylvania at Instrument # _____.
2. The Property may be subject to acquisition and development loans of _____ Bank which will be released upon the sale of an individual Lot and the conveyance by the Declarant of the Common Facilities.
3. Oil and gas and minerals and all rights incident to the extraction of development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.

Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence.

4. Easement and Right of way granted unto _____ Gas Company dated the ____ day of _____ 202__ and recorded or to be recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Instrument No _____ (DBV _____ Page _____).
5. Easement and Right of way granted unto _____ Power Company dated the ____ day of _____ 202__ and recorded or to be recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Instrument No _____ (DBV _____ Page _____).
6. Easement and Right of way granted unto _____ Water dated the ____ day of _____ 202__ and recorded or to be recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Instrument No _____ (DBV _____ Page _____).
7. Easement and Right of way granted unto _____ Phone or Cable company dated the ____ day of _____ 202__ and recorded or to be recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Instrument No _____ (DBV _____ Page _____).
8. Easement and Right of way granted unto _____ Sanitary Authority dated the ____ day of _____ 202__ and recorded or to be recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Instrument No _____ (DBV _____ Page _____).

9. Right of Way from Andrew M. McCune to West Penn Power Co. dated October 24, 1957 and recorded in Deed Book Volume 1679, page 32.
10. Agreement between Helen R. McCune, et al. to Texas Eastern Transmission Corp., dated May 3, 1966 and recorded in Deed Bok Volume 1933, page 542.
11. Right of Way from Andrew M. McCune et al., to Peoples Natural Gas Company, dated October 20, 1972 and recorded in Deed Book Volume 2110, page 383.
12. Right of Way from Andrew M. McCune et al., to Bell Telephone Company of PA, dated April 4, 1973 and recorded in Deed Book Volume 2122, page 906.
13. Right of Way from Andrew M. McCune et al., to Peoples Natural Gas Company, dated November 7, 1984 and recorded in Deed Book Volume 2575, page 608.
14. Deed of Easement from Dale C. Topper to Commonwealth of Pennsylvania, dated June 28, 2011 and recorded at Instrument No. 201109260034934.
15. Right of Way from Roland L. McCune & Marilyn P McCune to Fox Oil & Gas Inc., dated May 20, 1975 and recorded in Deed Book Volume 2181, page 774.
16. Right of Way from Dale C. Topper to Bell Telephone Company of PA, date October 30, 1987 and recorded in Deed Book Volume 2770, page 337.
17. Right of Way Agreement and Easement by and between Smail Farm Limited Partnership and the Municipal Authority of Westmoreland County, a municipal authority, dated January 26, 2018 and recorded May 8, 2018 at Instrument No. 201805080014080.
18. Right of Way Agreement and Easement by and between Smail Farm Limited Partnership and the Municipal a municipal authority, dated December 5, 2018 and recorded May 3, 2019 at Instrument No. 201905030012537.
19. Stormwater Maintenance Agreement granted to _____ dated the _____ day of _____, 202____ and recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Deed Book Volume _____, page _____. See Section 7 herein.
20. Post Construction Stormwater Management Agreement to Commonwealth of Pennsylvania Department of Environmental Protection dated _____, 202____ and recorded in the Department of Real Estate for Westmoreland County Pennsylvania in Deed Book Volume _____, page _____. See Section 7 herein.
21. National Pollutant Discharge Elimination System Post Construction Storm Water Management Recording Plan as recorded on _____, 202____ in the Department of Real Estate for Westmoreland County Pennsylvania in Deed Book Volume _____, page _____.

BROADVIEW ESTATES
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EXHIBIT "B" to DECLARATION

Phase I

Lot	Street Address	Tax ID #
101	Dana Drive	
102	Dana Drive	
103	Dana Drive	
104	Dana Drive	
105	Dana Drive	
106	Dana Drive	
107	Dana Drive	
108	Frank Street	
109	Frank Street	
110	Frank Street	
111	Frank Street	
112	Frank Street/Dana Drive	
113	Frank Street	
114	Frank Street	
115	Dana Drive	
116	Dana Drive	
117	Dana Drive	
118	Dana Drive	
119	Dana Drive	
120	Dana Drive	
121	Dana Drive	

BROADVIEW ESTATES
a Planned Community

EXHIBIT "B" to DECLARATION

Phase I

Lot	Street Address	Tax ID #
122	Dana Drive	
123	Dana Drive	
124	Dana Drive	
125	Dana Drive	
126	Joseph Drive	
127	Joseph Drive	
128	Joseph Drive	
129	Joseph Drive	
130	Joseph Drive	
131	Joseph Drive	
132	Olivia Drive	
133	Olivia Drive	
134	Olivia Drive	
135	Olivia Drive	
136	Olivia Drive	
137	Olivia Drive	
138	Olivia Drive	
139	Olivia Drive	
140	Olivia Drive	
141	Joseph Drive	
142	Joseph Drive	

BROADVIEW ESTATES***a Planned Community***

EXHIBIT "B" to DECLARATION

Phase I

Lot	Street Address	Tax ID #
143	Joseph Drive	
144	Joseph Drive	
145	Joseph Drive/Dana Drive	
146	Dana Drive	
147	Dana Drive	

BROADVIEW ESTATES
a Planned Community

EXHIBIT "B" to DECLARATION

Phase II

Lot	Street Address	Tax ID #
201	Broadview Road	
202	Broadview Road	
203	Broadview Road	
204	Broadview Road	
205	Broadview Road	
206	Broadview Road	
207	Broadview Road	
208	Broadview Road/Marginal Road	
209	Marginal Road	
210	Marginal Road	
211	Marginal Road	
212	Marginal Road/Curtis Court	
213	Curtis Court	
214	Curtis Court	
215	Curtis Court	
216	Curtis Court	
217	Curtis Court	
218	Curtis Court	
219	Curtis Court	
220	Curtis Court	
221	Curtis Court	

BROADVIEW ESTATES
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EXHIBIT "B" to DECLARATION

Phase II

Lot	Street Address	Tax ID #
222	Curtis Court	
223	Curtis Court	
224	Curtis Court	
225	Curtis Court	
226	Curtis Court	
227	Curtis Court	
228	Curtis Court	
229	Curtis Court	
230	Broadview Road	
231	Broadview Road	
232	Broadview Road	
233	Broadview Road	
234	Broadview Road	
235	Broadview Road	

BROADVIEW ESTATES
a Planned Community

EXHIBIT "B" to DECLARATION

Phase III

Lot	Street Address	Tax ID #
301	Olivia Drive	
302	Olivia Drive	
303	Olivia Drive	
304	Olivia Drive	
305	Olivia Drive	
306	Olivia Drive	
307	Olivia Drive	
308	Olivia Drive	
309	Olivia Drive	
310	Olivia Drive	
311	Olivia Drive	
312	Olivia Drive	
313	Olivia Drive	
314	Olivia Drive	
315	Olivia Drive	
316	Olivia Drive	
317	Olivia Drive	

BROADVIEW ESTATES
a Planned Community

EXHIBIT "B" to DECLARATION

Phase IV

Lot	Street Address	Tax ID #
401	Marginal Road	
402	Marginal Road	
403	Marginal Road	
404	Marginal Road	
405	Marginal Road	
406	Marginal Road	
407	Marginal Road	
408	Marginal Road	
409	Marginal Road	
410	Marginal Road	
411	Marginal Road	
412	Marginal Road	
413	Marginal Road	
414	Marginal Road	
415	Marginal Road	
416	Marginal Road	
417	Marginal Road	
418	Marginal Road	
419	Marginal Road	
420	Marginal Road	
421	Marginal Road	

BROADVIEW ESTATES***a Planned Community***

EXHIBIT "B" to DECLARATION

Phase IV

	Street Address	Tax ID #
422	Marginal Road	
423	Marginal Road	
424	Marginal Road	
425	Marginal Road	
426	Marginal Road	
427	Marginal Road	
428	Marginal Road	
429	Marginal Road	
430	Marginal Road	
431	Marginal Road	
432	Marginal Road	
433	Marginal Road	
434	Marginal Road	
435	Marginal Road	
436	Marginal Road	
437	Marginal Road	
438	Marginal Road/Johnny Court	
439	Johnny Court	
440	Johnny Court	
441	Johnny Court	
442	Johnny Court	

BROADVIEW ESTATES
a Planned Community

EXHIBIT "B" to DECLARATION

Phase V

Lot	Street Address	Tax ID #
501	Olivia Drive/Dana Drive	
502	Dana Drive	
503	Dana Drive	
504	Dana Drive	
505	Dana Drive	
506	Dana Drive	
507	Dana Drive	
508	Dana Drive	
509	Dana Drive	
510	Dana Drive	
511	Dana Drive	
512	Dana Drive	
513	Dana Drive	
514	Dana Drive	
515	Dana Drive	
516	Dana Drive	
517	Dana Drive	
518	Dana Drive	
519	Dana Drive	
520	Dana Drive	
521	Dana Drive	

BROADVIEW ESTATES
a Planned Community

EXHIBIT "B" to DECLARATION

Phase V

Lot	Street Address	Tax ID #
<u>522</u>	<u>Dana Drive</u>	<u></u>
<u>523</u>	<u>Dana Drive</u>	<u></u>
<u>524</u>	<u>Dana Drive</u>	<u></u>