

**THIRTEENTH AMENDMENT**  
**AND**  
**SECOND SUPPLEMENTAL DECLARATION**  
**FOR**  
**GOLDEN OAKS VILLAGE**

March 15, 2016

**THIRTEENTH AMENDMENT AND SECOND  
SUPPLEMENTAL DECLARATION**

THIS THIRTEENTH AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (referred to separately in this document as the “Thirteenth Amendment and Second Supplemental Declaration” and which term sometimes is referred to in this document by use of such words as “hereto”, “hereby”, “herein”, “hereof”, and “hereunder” or other descriptive words or phrases having similar import), to the DECLARATION OF GOLDEN OAKS VILLAGE PLANNED COMMUNITY (the “Original Declaration”), made by Golden Oak Village, Inc., a Pennsylvania corporation (the “Declarant”).

**RECITALS**

WHEREAS, Declarant was the owner of certain real property located in Kidder Township, Carbon County, Pennsylvania, more particularly described in deeds and Plot maps recorded in the Office of the Recorder of Deed in and for the County of Carbon, which real property is now known as “Golden Oaks Village” and is referenced in the Original Declaration as the “Development”; and

WHEREAS, Declarant heretofore made and filed the Original Declaration, recorded on December 6, 2000, in Book 0911, pages 0085-0115, in the Office for the Recording of Deeds, Carbon County, Pennsylvania; and

WHEREAS, on, or about, December 4, 2007 the Declarant turned over the Common Areas in the Golden Oaks Development, and recorded the Twelfth Amendment and First Supplemental Declaration; and

WHEREAS, this amendment to the Declaration and/or Twelfth Amendment and First Supplemental Declaration was proposed to bring the Declaration into compliance with certain sections of the Federal Housing Administration, Housing for Older Persons Act and Uniform Planned Community Act; and

WHEREAS, The Uniform Planned Community Act requires at 68 Pa.C.S.A. §5219 requires that a declaration may be amended by a vote of sixty-seven (67%) of the unit owners, and a larger percentage of votes of the unit owners if specified in the declaration, and

WHEREAS, Section 6.1 of the Declaration provides, inter alia, that the Unit Owners may amend the Declaration upon the vote of sixty-seven (67%) per cent of the Unit Owners; and

WHEREAS, Pursuant to the Declaration, on March 3, 2016 the Association Board of Directors caused all of the Property Owners of Record to be notified that an amendment to the Declaration was being proposed, and attaching a copy of those amendments to that notice; and

WHEREAS, on March 11, 2016, the ballots of the Property Owners were counted before members of the Association who were invited to observe the counting and verification of the ballots; and

WHEREAS, on March 15, 2016, upon the counting and certification of the ballots cast by the Property Owners it was determined that 88 per cent (88%) of the Unit Owners cast their ballots in favor of this the Thirteenth Amendment and Second Supplemental Declaration, and declared that the same be recorded as such; and

WHEREAS, the amendments made to the Declaration and/or Twelfth Amendment and First Supplemental Declaration by this vote do not alter the terms or provisions governing the

completion or conveyance or lease of common facilities, or increase the number of units or change the boundaries of any unit, the common expense liability or voting strength in the Association allocated to a unit or the uses to which any unit is restricted.

NOW THEREFORE, The Golden Oaks Village Property Owners Association, Inc. declares that the Declaration is hereby amended and supplemented as follows:

1. DEFINITIONS

The terms used herein shall have the meanings specified in the Original Declaration or as amended by the Twelfth Amendment and First Supplemental Declaration (unless amended hereby) and, where applicable, as specified in the preamble and recitals hereof and therein.

The following terms shall have the following meanings, unless the context clearly otherwise requires (and to the extent that any of the following terms are defined in the Original Declaration, such definitions are hereby amended):

1.1 **Amendment to Section 2.2 Declaration.**

Section 2.2 of the Declaration shall be amended to provide as follows:

Section 2.2 (1) – “Unit”. A physical portion of the planned community designated for separate ownership or occupancy, the boundaries of which and a portion of which may be designated by the declaration as part of the controlled facilities.

2. AMENDMENTS TO DECLARATION

2.1 **Amendment to Article VI of the Declaration.**

Article VI of the Declaration shall be amended to provide as follows:

Section 6.1. Association Amendments. Amendments to the Plats and Plans and/or the Declaration must be agreed to by Unit Owners representing at least 67% of the total allocated votes in the Association.

Section 6.2. Exceptions. Except as otherwise provided in the declaration, if any amendment to the declaration is necessary in the judgment of the executive board to do any of the following:

(a) cure an ambiguity;

(b) 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 with this subpart;

(c) adhere to exceptions to Section 6.1 above noted in the Uniform Planned Community Act section 5219 paragraphs (3) ii and (3) iii.

(d) 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 or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; the executive board 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 independent legal counsel to the effect that the proposed amendment is permitted by the terms of this subsection; or

(e) comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the planned community or association, or to made a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing Federal or State laws or regulations applicable to the association, unit owners, residents or employees; then, at any time, the executive board may, at its discretion, effect an appropriate corrective amendment without the approval of the unit owners or the holders of liens on all or any part of the planned community, upon receipt of an opinion from independent legal

counsel to the effect that the proposed amendment is permitted by the terms of this subsection.

## 2.2 **Amendment to Article XII of the Declaration**

Article XII of the Declaration shall be amended to provide as follows:

Section 12.1. Use and Occupancy of Units and Common Elements. Golden Oaks Village Planned Community is a 55 Plus Planned Residential Community. Sales and leases are restricted to households with at least one occupant age 55 or older, except as noted in Section 12.2 below. No one under age 18 is permitted as a permanent resident, and visits by such individuals are limited to thirty (30) days. Except for sales by Declarant, prior to the transfer of a Unit by sale or lease, the Association has the right to review and approve the transaction to ensure compliance with this provision. Further, the occupancy and use of Units and Common Facilities shall be subject to Restrictions, in the form of Rules and Regulations, imposed from time to time by the Executive Board.

Section 12.2. Age Restrictions and Limited Exceptions. The Executive Board, on a case by case basis, may allow limited exceptions to the 55 years of age restriction. These exception households shall have at least one occupant who is 50 years of age or older, but who has not yet attained the age of 55. At any given time, there shall be no more than 20% of these exception households. At all times, a minimum of 80% of the households must meet the basic 55 years of age or older requirement.

Section 12.3. Occupancy and Use Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions in this Declaration, plus additional restrictions in the form of Rules and Regulations, imposed from time to time by the Executive Board. Every Unit Owner shall be responsible for the conduct of all occupants of the Unit, whether owners or tenants. The following restrictions are hereby imposed upon the Property:

(a) Dwelling Units, except any Units being used by the Declarant, are restricted to residential uses. Units may also be used for accessory uses which are customarily incidental to residential use, provided that any such accessory use conforms with the applicable zoning requirements of Kidder Township. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purposes.

(b) The Common Elements shall be used only for the benefit or enjoyment of Unit Owners and occupants, their guests and business invitees. No Unit Owner may carry on or permit any practice which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere on the Property other than in his own Unit or in such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(c) Any Unit Owner who wishes to perform any Alteration to the Common Elements shall:

(1) Refrain from making any Alteration that will: (i) impair the structural integrity of the Building or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Building; (iii) lessen the support of any portion of the Building; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Executive Board for any Alteration to the Common Element prior to the commencement of any work;

(3) Expediently complete all Alterations; (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such Alterations; and (ii) without incurring any mechanics' liens;

(4) Pay the full cost of performing all such Alterations; and

(5) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be recorded by the Executive Board if such amendment is approved in writing by all Owner(s) of all Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

(d) No signs, other than a conspicuous house number and one small name plate on the lamppost provided by declarant and the front door, are permitted, without the specific prior approval of both the Declarant (for so long as Declarant owns at least one Unit or Additional Real Estate) and the Executive Board. This prohibition specifically includes "For Sale" and "For Rent" signs.

(e) Reasonable Rules, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules or any amendments thereto.

Section 12.4. Association's Right of First Refusal. The Association shall receive written notice of any bona fide offer any Unit Owner, other than Declarant, has received for the sale of a



Unit. The Association shall have fifteen (15) calendar days from receipt of said notice of sale to notify the Unit Owner of the Association's exercise of its right to purchase.

Section 12.5. Declarant's Right to Repurchase. Any Unit Owner who purchases a Unit without a structure built upon it must, in any event, build a house within five (5) years of the date of purchase. Declarant may, but shall not be obligated to, repurchase such Unit at 75% of its then value.

3. MISCELLANEOUS.

3.1 All terms, conditions, covenants and agreements of the Original Declaration, and Twelfth Amendment and First Supplemental Declaration except to the extent that the same are amended and supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Thirteenth Amendment and Second Supplemental Declaration and to the Development, all as shall be applicable and appropriate, as if the same were repeated in full herein. Provided, however, that provisions of the Original Declaration always shall be construed so as to give proper effect and meaning to provisions of the Twelfth Amendment and First Supplemental Declaration, and this, the Thirteenth Amendment and Second Supplemental Declaration.

3.2 Use of article numbers and section numbers herein is for convenience only and such numbers may not bear direct relationship to articles or sections in the Original Declaration which bear identical numbers.

3.3 As provided in the Original Declaration, the Twelfth Amendment and First Supplemental Declaration and Thirteenth Amendment and Second Supplemental Declaration, being a supplement to the Original Declaration, shall be construed as an integral part thereof.

3.4 The Thirteenth Amendment and Second Supplemental Declaration may be

Executed and delivered in any number of counterparts, each of which shall be regarded for all purposes as an original; and such counterparts, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Golden Oaks Village, Inc., as Declarant, has caused this Thirteenth Amendment and Second Supplemental Declaration to be executed in its name and on its behalf by its President, or Vice-President and its corporate seal to be affixed hereunto, duly attested by its Secretary and hereby declares this document to be its act and deed, all as of the day and year first above written.

ATTEST

GOLDEN OAKS VILLAGE, INC.

\_\_\_\_\_  
Donald Roegge, Secretary  
(SEAL)

By \_\_\_\_\_  
William Barnes, President  
Golden Oaks Village Property Owners  
Association, Inc.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CARBON :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the State of Pennsylvania, the undersigned officer, personally appeared William Barnes, who acknowledged himself to be the President of Golden Oaks Village Property Owners Association, Inc., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

---

My Commission Expires:  
(SEAL)