

**Declaration of  
Planned Community**



60 2019 00008127

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

Instrument Number: 2019-8127

BK-DE VL-17561 PG-295

Recorded On: March 28, 2019

As-Deed Agreement

Parties: VILLAS ENGLISH FARMS L P

To VILLAS ENGLISH FARMS L P

# of Pages: 30

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

Certified On/By-> 03-27-2019 / Belinda Gibbs  
NOT A DEED OF TRANSFER

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

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**File Information:**

**Record and Return To:**

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THE VILLAS OF ENGLISH FARMS LP  
375 GOLFSIDE DR  
WEXFORD PA 15090



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

***DECLARATION OF PLANNED  
COMMUNITY***

***OF***

***THE VILLAS OF ENGLISH FARMS  
a Planned Community***

**Mail to:**

The Villas of English Farms, LP  
375 Golfside Drive  
Wexford, PA 15090

3/25/19

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**DECLARATION OF PLANNED  
COMMUNITY  
OF  
THE VILLAS OF ENGLISH FARMS  
a Planned Community**

**ARTICLE I  
SUBMISSION; DEFINED TERMS.**

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

All those certain lots of ground situate in the Township of Pine, County of Allegheny and Commonwealth of Pennsylvania, being designated as Lot Nos. 1- 24, along with the Cambridge Court street ROW as contained in the The Villas of English Farms Subdivision Plan as recorded in the Recorder's Office of Allegheny County, Pennsylvania at PBV 293, Page 75; and

Being designated as Tax Parcel Nos:

1826-F-100	1826-F-102	1826-F-104
1826-F-106	1826-F-108	1826-A-110
1826-A-112	1826-A-114	1826-A-116
1826-A-118	1826-A-120	1826-A-122
1826-A-124	1826-A-126	1826-A-128
1826-E-130	1826-E-132	1826-E-134
1826-E-136	1826-E-138	1826-F-140
1826-F-142	1826-F-144	1826-F-146
1826-F-17		

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 "The Villas of English Farms" (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 Villas of English Farms 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 NVR, 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 The Villas of English Farms, 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 Pine Township, 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 Lot is shown on the Plans.

Section 2.3 Relocation of Unit Boundaries; Subdivision and Conversion. Subject to the Special Declarant's Rights described herein, the Lots 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 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 50.

**ARTICLE III:  
CONTROLLED ELEMENTS AND OBLIGATIONS.**

Section 3.1 Controlled Elements.

There are no controlled elements in the Villas of English Farms.

**ARTICLE IV:  
COMMON PROPERTY AND OBLIGATIONS**

Section 4.1 Common Property

(a) The following shall be Common Property: The entrance monument, private storm systems, street signs, cluster mailboxes; 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) Maintenance, trimming, pruning, removal and replacement but not watering of trees, shrubs and other plantings on the entrance monument;
- (2) Inspection and maintenance of storm water collection, infiltration, and retention systems as required by governmental agencies;
- (3) Maintenance, repair and replacement of the cluster mail box units, entrance monuments, signs and all other common property;
- (4) Such other obligations as may be imposed by the Declaration, By-Laws, Storm Water Management Agreements, Board of Directors, or the Act.
- (5) 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 to provide snow and ice removal and maintenance of the streets in the property until such time as those services are provided by the Municipality. The Association shall reimburse the costs of same to the Declarant, if the Declarant provides said services.

(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 until such time as homes are built.

Section 4.3 Perimeter SetBack. Conservation Easement 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. No trees may be cut in the Conservation Easement.

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 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. Lots 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 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 any 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.

(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.

(d) Allocation and Interest. Except for assessments under Subsection (b and c), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit 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 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 50.

**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 not to exceed 3,000 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.

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

(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 in any Rules and Regulations adopted by the Board.

(l) No above ground swimming pools shall be erected on any Unit. No below ground swimming pool, hot tubs, spas or similar things shall be erected unless it is directly behind a Unit, and is approved by the Board or the Declarant.

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

(n) All valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof shall be observed by the Owner

(o) No structure of a temporary character, fence, trailer, shack, garage shed, barn or other out-building shall be used on any Unit.

(p) Yard fences of up to six (6) feet high may be erected in the rear yard no closer than ten (10) feet to any side yard and no closer than seventy (70) feet to the street right-of-way. Chain link fences are prohibited.

(q) A white vinyl privacy screen not exceeding six feet high and 15' long may be erected on any unit providing it is to the rear of the Unit.

(r) 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.

(s) All dwellings must have a two (2) car or larger garage.

(t) All driveway, walks and front stairs shall be constructed of poured in place concrete, asphalt, omni stone or similar hard surfacing. The owner (or his home builder) shall construct and maintain the required public sidewalk and handicap ramp, if any, in front of his lot.

(u) All building plans for proposed structures shall be submitted to Declarant or its designated agent for approval as to compliance herewith and for design compatibility and harmony with other home sin the plan prior to the beginning of construction. One set of approved plans may be retained by Declarant to insure that the structure is built in accordance with the approved plans. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by Declarant or its designated agent is endorsed on the original plans.

(v) All dwellings constructed on any Lot shall be finished with suitable exterior building material which shall extend to within six (6) inches of the finish grade of each Lot. Exposed plain concrete or regular concrete block foundations are prohibited. Solid poured concrete walls with a cast or embossed pattern are specifically permitted.

(w) All areas disturbed in connection with construction shall be top soiled to a minimum depth of four inches, then landscaped and seeded, sodded or planted with ground cover that will blend with the area within six months or during the next immediate growing season after the erection of the dwelling on the Lot, which ever occurs first.

(x) Each Lot shall have a minimum of two, two and a half-inch (2 ½") caliper DBH (diameter at breast height) street trees in the front yard spaced at thirty (30) feet apart 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.

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

(z) In addition to the above required plantings, all Lots shall have a minimum of two additional trees and twelve (12) shrubs planted in front of the dwelling within six (6) months of occupancy.

(aa) Each Lot shall have an exterior post lamp, illuminated from dusk to dawn, with a high efficiency light bulb.

(bb) 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 (8) feet by ten (10) feet by eight (8) feet high or an architecturally compatible detached garage. Architecturally compatible means of a design and use of materials that is similar to and complements the dwelling that is on the Lot. Chain link fencing is prohibited, but a high quality metal fence, vinyl fence or wooden fence may be approved as proved herein. All detached structures or fences must be approved by Declarant and Association and be located in the rear yard and as permitted by the municipal government.

(cc) All debris resulting from clearing, excavation, construction and/or grading of each Lot must be removed weekly by the builder or owner of the Lot. No debris, rubbish or scrap material may be placed or dumped on any Lot. The Owner agrees to comply with all requirements of the Pennsylvania Department of Environmental Protection and the local County Conservation District including the complete use of on-lot erosion and sedimentation controls during construction.

(dd) Each Owner agrees to protect the asphalt street paving and the curbs from damage during dwelling construction. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed the Lot Owner whose lot abuts said curbs or the paving that has been damaged.

(ee) 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:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(ff) Declarant reserves the right to alter, modify and change and grant individual variances from the within use restrictions, from time to time, so long as in Declarant's sole judgment, the alteration, modification and change does not significantly, adversely and/or detrimentally affect the harmony of the other Lots. All purchasers of any Lot for themselves, their heirs, successors and assigns covenant and agree to such future alteration, modification and change and irrevocably appoint Declarant as their attorney-in-fact to execute, acknowledge and deliver any necessary documents to effectuate such alteration, modification, change or variance.

(gg) 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 both for itself and any Builder.

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 hereto, 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 (7<sup>th</sup>) 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.

**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 The Villas of English Farms, LP., has executed these presents on this 25 day of March, 2019.

ATTEST:

The Villas of English Farms, LP. a  
Pennsylvania Limited Partnership

Heather Basel  
Secretary

By [Signature]  
Frank R. Zokaites, President of  
Leslie Road Associates, LLC, its  
General Partner

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

On this 25<sup>th</sup> 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 Leslie Road Assoc LLC, C.P., 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:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Regis J. Kowalski, Notary Public  
Baldwin Boro, Allegheny County  
My Commission Expires Feb. 4, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

# ***THE VILLAS OF ENGLISH FARMS***

## ***a Planned Community***

### EXHIBIT "A" to the DECLARATION

#### LIENS AND ENCUMBRANCES

1. All matters set forth on The Villas of English Farms Subdivision Plan as recorded at PBV 293, Page 75.
2. The Property may be subject to acquisition and development loans of Mesburo Bank which will be released upon the sale of an individual Lot and the conveyance by the Declarant of the Common Facilities.
3. Right of Way between John C. Schurko, et ux., to Warrendale Oil and Gas Co., and J.D. Fowler & Co., as recorded in Deed Book Volume 2961, page 53.
4. Right of Way between James G. Bair and John Schurko for the right of ingress, egress and regress over the land of Bair. See Deed Book Volume 3180, page 419.
5. Dedication of property as a "Agricultural Area" under Act 43 of 1983. See Deed Book Volume 9049, page 160. (Deleted as to Loan Policy only).
6. Right of Way Agreement between John D. Schurko and Marva J. Schurko to The McCandless Township Sanitary Authority dated September 7, 2006 and recorded in Deed Book Volume 12986, page 495 and all matters in said document, including, but not limited to, 20 foot right of way for sanitary sewers; 50 foot open stream conservation area and all reservations and conditions therein.
7. Right of Way between John C. Schurko and Marva J. Schurko and the McCandless Sanitary Authority as recorded in Deed Book Volume 13127, page 174 for the establishment of a 20 foot wide sanitary sewer line and all other matters in said document.
8. All matters set forth on Plan of Property by the Gateway Engineers, Inc., dated July 13, 2016 at Project No. C-19119.
9. Stormwater Agreement from The Villas of English Farms, L.P., to the Township of Pine, dated June 14, 2117 and recorded July 18, 2017 in Deed Book Volume 16870, page 398.
10. Conservation Easement from The Villas of English Farms, L.P. to Marc L. Fleming, et ux., dated April 25, 2017 and recorded June 28, 2017 in Deed Book Volume 16847, page 508, as further rerecorded July 25, 2017 in Deed Book Volume 16879, page 139.
11. Subject to all matters shown on The Villas of English Farms Subdivision Plan as recorded in Plan Book Volume 293, page 75.

**THE VILLAS OF ENGLISH FARMS**  
*a Planned Community*

EXHIBIT "B" to DECLARATION

Phase I

<b>Lot</b>	<b>Street Address</b>	<b>Tax ID #</b>
1		1826-F-100
2		1826-F-102
3		1826-F-104
4		1826-F-106
5		1826-A-108
6		1826-A-110
7		1826-A-112
8		1826-A-114
9		1826-A-116
10		1826-A-118
11		1826-A-120
12		1826-A-122
13		1826-A-124
14		1826-A-126
15		1826-A-128
16		1826-E-130
17		1826-E-132
18		1826-E-134
19		1826-E-136
20		1826-E-138
21		1826-F-140

***THE VILLAS OF ENGLISH FARMS***  
***a Planned Community***

EXHIBIT "B" to DECLARATION

**Phase I**

<b>Lot</b>	<b>Street Address</b>	<b>Tax ID #</b>
<u>22</u>	<u></u>	<u>1826-F-142</u>
<u>23</u>	<u></u>	<u>1826-F-144</u>
<u>24</u>	<u></u>	<u>1826-F-146</u>

# Amendments to Declaration

***THE VILLAS OF ENGLISH FARMS***  
***A Planned Community***

***February 25, 2019***

There are currently no Amendments to the Declaration