

**By-Laws**  
**of the Association**

**BYLAWS OF**  
***THE VILLAS OF ENGLISH FARMS***  
***HOMEOWNERS' ASSOCIATION***

**ARTICLE I.**  
**NAME AND LOCATION:**

1.01 The name of the corporation, referred to in these By-Laws as the "Association," is Summerfield Woods Homeowners' Association Inc., a Pennsylvania non-profit corporation. The initial registered office of the Association shall be located at 375 Golfside Drive, Wexford, Pennsylvania 15090, but meetings of the members and directors may be held at other places within the Commonwealth of Pennsylvania that may be designated by the Board of Directors.

**ARTICLE II.**  
**DEFINITIONS:**

2.01 "Association" shall mean and refer to the Villas of English Farms Homeowners' Association, Inc., its successors and assigns.

2.02 "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration.

2.03 "Common Facilities" shall have the meaning ascribed to it in the Declaration.

2.04 "Declarant" shall mean and refer The Villas of English Farms, LP, a Pennsylvania Limited Partnership, its successors and assigns.

2.05 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds for Allegheny County, Commonwealth of Pennsylvania on \_\_\_\_\_, 2019 as Instrument No. \_\_\_\_\_.

2.06 "Lot" or "Unit" shall mean and refer to any plot of land upon which a detached, single family dwelling will be built.

2.07 "Municipality" shall mean the local governing body such as a borough, township or city.

2.08 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

2.09 "Owner" shall mean and refer to record owner, whether one or more persons or

entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**ARTICLE III.**  
**MEETINGS OF MEMBERS:**

**Annual Meetings**

3.01 Regular annual meetings of the Members shall be held on the second Wednesday in January of each year, or as determined by the Board of Directors.

**Special Meetings**

3.02 Special meetings of the Members may be called at any time by the president or by the Board of Directors, or on written request of the Members who are entitled to vote one-fourth of all the votes of the membership.

**Notice of Meetings**

3.03 Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen days before the meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Quorum**

3.04 The presence at the meeting of Members entitled to vote, or of proxies entitled to cast, one-sixth of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

**Proxies**

3.05 At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the secretary. Every proxy shall be revocable and shall automatically cease within six (6) months or upon conveyance by the Member of his or her Lot.

**ARTICLE IV.**  
**SELECTION AND TERMS OF OFFICE OF DIRECTORS:**

**Number and Control**

4.01 (a) The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

(b) No later than sixty (60) days following conveyance of 25% of the Lots that may be created by Declarant, at least one (1) member of the Board shall be elected by the Lot Owners other than the Declarant.

(c) Until 75% of the Lots are sold in the Plan and the Additional Real Estate, Declarant shall have the right to appoint or remove two (2) members to the Board of Directors. Thereafter, members of the Board of Directors shall be elected by the Lot Owners. Declarant may not unilaterally remove any members of the Board of Directors elected by Lot Owners other than Declarant.

(d) The elected Directors shall be elected annually by the Members and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

#### **Removal**

4.02 Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

#### **Compensation**

4.03 No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

### **ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS:**

#### **Nomination**

5.01 Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the annual meeting until the close of the next annual meeting, and the appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the period of Declarant control, all Directors shall be members of the Association.

#### **Election**

5.02 Election to the Board of Directors shall be by secret written ballot. At the election the member or their proxies may cast, in respect to each vacancy, one (1) vote for each Lot upon which no premise is constructed or for each Lot upon which a premises is under construction or in existence. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for the Lot shall be exercised as they among themselves determine, but in no

event shall more than one vote be cast with respect to any Lot. The persons receiving the largest number of votes shall be elected. No member of this Association shall have the right to cumulate his or her votes for the election of Directors, or otherwise, or for any other purpose except for the right to exercise a cumulative voting privilege specifically granted or reserved by law.

**ARTICLE VI.**  
**MEETINGS OF DIRECTORS:**

**Regular Meetings**

6.01 Regular meetings of the Board of Directors shall be held at least quarterly, may not be held without notice, and at the place and hour that may be fixed from time to time by resolution of the Board.

**Special Meetings**

6.02 Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director, and posting to the HOA website and bulletin board.

**Quorum**

6.03 A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Open Meetings**

6.04 All meetings of the Directors shall be open to the members at all times. Any violation hearing or similar acts shall be open. All discussions, voting and decisions shall be open.

**Action Taken Without Meeting**

6.05 The directors shall not have any right to take any action in the absence of a meeting that they could take at a meeting. All business of the Association must be conducted at a properly noticed and open meeting of the directors.

**ARTICLE VII.**  
**POWERS AND DUTIES OF BOARD OF DIRECTORS:**

**Powers**

7.01 The Board of Directors shall have power to:

(1) Adopt and publish rules and regulations governing the use of the Common Facilities, and the personal conduct of the members and their guests on the Common Facilities, and establish penalties for the infraction of the rules and regulations;

(2) Suspend the voting rights and right to use the Common Facilities of a member during any period in which the member shall be in default in the payment of any assessment levied by the Association; these rights may also be suspended after notice and hearing, for a period not to exceed sixty days for infraction of published rules and regulations;

(3) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(4) Declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three consecutive regular meetings of the Board of Directors; and

(5) Employ a manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties, including authorizing said manager or employee to collect assessments and fees, and to sign checks drawn on appropriate Association bank accounts.

(6) Select, appoint, employ, retain and remove at pleasure all consultants (engineers, attorneys, accountants, etc.), officers, agents and employees of the Association, prescribe their duties, delegate to them such powers as may not be inconsistent with these Bylaws, fix their compensation and require from them, if deemed advisable, an indemnity bond or other security for faithful service.

#### ~~Duties~~

7.02 It shall be the duty of the Board of Directors to:

(1) Cause to be kept a complete record of all its acts and corporate affairs and present a statement of its acts and corporate affairs to the members at the annual meeting of the members, or at any special meeting when the statement is requested in writing by one-fourth of the members who are entitled to vote;

(2) Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;

(3) As more fully provided in the Declaration:

(a) Fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period;

(b) Send written notice of each assessment to every Owner subject to assessment at least thirty days in advance of each annual assessment period; and

(c) Foreclose the lien against any property for which assessments are not paid within thirty days after due date or bring an action at law against the owner personally obligated to pay the assessments.

(4) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, the certificate shall be conclusive evidence of the payment;

(5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) Cause the Common Facilities to be maintained.

(8) Fix the amount of any special assessments.

(9) To prevent the use of the Property in violation of any governmental approvals.

**ARTICLE VIII.**  
**OFFICERS AND THEIR DUTIES:**

**Enumeration of Officers**

8.01 The officers of the Association shall be a president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and other officers as the Board may from time to time by resolution create.

**Election of Officers**

8.02 The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Term**

8.03 The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

**Special Appointments**

8.04 The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for the period, have the authority, and perform the duties that the Board may, from time to time, determine.

**Resignation and Removal**

8.05 Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignations of an officer shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

### **Vacancies**

8.06 A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he or she replaces.

### **Multiple Offices**

8.07 The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Paragraph 8.04 of this Article.

### **Duties**

8.08 The duties of the officers are as follows:

(1) The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments.

(2) The vice-president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge all other duties as may be required of him or her by the Board.

(3) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; service notice of meetings of the Board and the members; keep appropriate current records showing the members of the Association together with their addresses; and perform other duties as required by the Board.

(4) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse the funds as directed by resolution of the board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members within thirty days of completion.

## **ARTICLE IX. COMMITTEES:**

9.01 The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X. BOOKS AND RECORDS:**

10.01 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of

Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI.**  
**ASSESSMENTS:**

11.01 As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien on the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If an assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of the action shall be added to the amount of the assessment. In addition, any assessment not paid on or before the due date shall automatically be assessed Twenty-Five Dollars (\$25.00) as a late charge. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common facilities or abandonment of his or her Lot. As stated in the Declaration, the lien for the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

**ARTICLE XII.**  
**MEMBERSHIP:**

**Membership Generally**

12.01 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot that is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association. Membership cannot be transferred except upon a sale or transfer of any Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for the Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Certificate**

12.02 The Directors shall provide each Member with a certificate of membership in the Association upon written request of the member.

**ARTICLE XIII**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS:**

13.1 The Association shall indemnify every Director, Officer and Committee member, his heirs, executors and administrators, against all loss, costs and expenses, including counsel

fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, Officer or Committee member of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty for gross negligence or willful misconduct in the performance of his duty as such Director, Officer or Committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or Committee member may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses; provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any Member, who is or has been a Director, Officer or Committee Member of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Member.

13.2 The Board may obtain insurance to satisfy the indemnification obligation of the Association and all Owners set forth above, if and to the extent available at reasonable cost.

**ARTICLE XIV.**  
**AMENDMENTS:**

14.01 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

**ARTICLE XV.**  
**MISCELLANEOUS:**

**Fiscal Year**

15.01 The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year; except that the first fiscal year shall begin on the date of incorporation.

**Conflicts**

15.02 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Membership Minutes**

15.03 The Membership register and minutes of proceedings of the Members and Directors shall be open to inspection upon demand of any member at any reasonable time during office hours, and for a purpose reasonably related to his interest as a Member.

**Robert's Rules of Order**

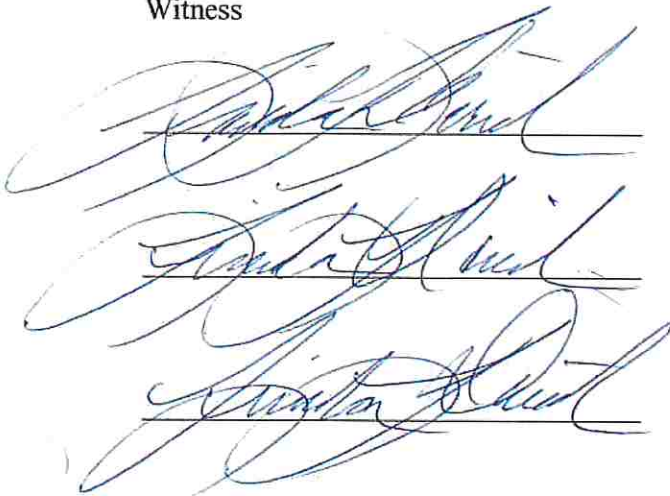
15.04 The rules contained in Robert's Rules of Order, revised, shall be used as a guide


for all Members meetings and Directors meetings of the Association, except in instances of conflict between said Rules of Order and the By-Laws of the Association or provisions of law.

IN WITNESS WHEREOF, we, being all of the Directors of the Association, hereby appoint

Frank Zokater as President of the Association and sign these Bylaws on this 25  
day of March, 2019.

Witness

  
Three handwritten signatures in blue ink, each written over a horizontal line. The signatures are cursive and difficult to read.

  
Three handwritten signatures in blue ink, each written over a horizontal line. The signatures are cursive and difficult to read.  
Director  
Director  
Director

1/18/19

**Board of Directors  
Resolutions**

***THE VILLAS OF ENGLISH FARMS***

***A Planned Community***

***February 25, 2019***

There are currently no Board of Directors Resolutions

# **Stormwater Management Agreement**



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

Instrument Number: 2017-21343

BK-DE VL-16870 PG-398

Recorded On: July 18, 2017

As-Deed Agreement

Parties: VILLAS ENGLISH FARMS L P

To PINE TOWNSHIP

# of Pages: 8

Comment: STORMWATER AGRT

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

Deed Agreement 162.00  
 0  
 0  
 Total: 162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 07-18-2017 / S B
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

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

**File Information:**

**Record and Return To:**

Document Number: 2017-21343  
 Receipt Number: 3277143  
 Recorded Date/Time: July 18, 2017 11:34:09A  
 Book-Vol/Pg: BK-DE VL-16870 PG-398  
 User / Station: J Clark - Cash Super 07

TUCKER ARENSBERG P C  
 1500 ONE PPG PL  
 PITTSBURGH PA 15222



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

**OPERATION AND MAINTENANCE (O&M) AGREEMENT  
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

THIS AGREEMENT, made and entered into this 14th day of June 2017 by and between VILLAS OF ENGLISH FARMS, L.P. (hereinafter the "Landowner"), and THE TOWNSHIP OF PINE, Allegheny County, Pennsylvania (hereinafter "Municipality");

**WITNESSETH**

WHEREAS, the Landowner is the owner of certain real property located in the Township of Pine as recorded by deed in the land records of Allegheny County, Pennsylvania, Deed Book 16852 at page 253, also known as Allegheny County parcel # 1826-F-17 (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the SWM BMP(s) Operating and Maintenance (O&M) Plan approved by the Municipality (hereinafter referred to as the "O&M Plan") for the Property identified herein, which is attached hereto as Appendix A and made a part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMP(s); and

WHEREAS, the Municipality and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site SWM BMP(s) be constructed and maintained on the Property; and

WHEREAS, the SWM BMP(s) shall remain under the above party's ownership unless conveyed to other parties such as a Homeowners Association, Management Company, or other agent acting on behalf of the property owner, under recorded deed or other legal instrument. All obligations regarding operation, maintenance or repair of these facilities shall be the responsibility of the current owner; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM BMP(s) as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMP(s) in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the SWM Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper credentials, to inspect the BMP(s) whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.
4. In the event the Landowner fails to operate and maintain the BMP(s) per paragraph 2, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.

5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality.
8. The Municipality intends to inspect the BMP(s) at a minimum of once every three years to ensure their continued functioning.

**SIGNATURES ON FOLLOWING PAGES(S)**

**SIGNATURE PAGE TO**  
**OPERATION AND MAINTENANCE (O&M) AGREEMENT**  
**STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

This Agreement shall be recorded at the Department of Real Estate of Allegheny County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs, and any other successors in interests in perpetuity.

**ATTEST:**

**WITNESS the following signatures and seals:**

(SEAL)      **For the Municipality:**  
  
THE TOWNSHIP OF PINE  
By: Scott Anderson  
Title: Manager

**For the Landowner:**  
  
VILLAS OF ENGLISH FARMS, L.P.  
By: \_\_\_\_\_  
By: LESLIE ROAD ASSOCIATES, LLC  
the General Partner  
Frank R. Zokaites, President

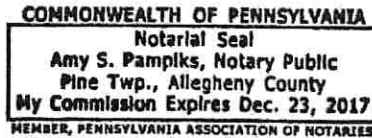
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 20<sup>th</sup> day of June, 2017, before me, a notary public, personally appeared

Scott Anderson, known to me (or satisfactorily proven) to be the Township Manager of THE TOWNSHIP OF PINE, a political subdivision of the Commonwealth of Pennsylvania, and who acknowledged that such person, being authorized to do so, executed the foregoing instrument in such capacity on behalf of such political subdivision for the purposes therein provided.

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

Amy S. Pampiks  
Notary Public  
My commission expires:



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

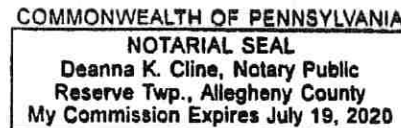
On this 14 day of June, 2017, before me, a notary public, personally appeared

Frank R Zokaites, known to me (or satisfactorily proven) to be the

President of VILLAS OF ENGLISH FARMS, LP and who acknowledged that such person, being authorized to do so, executed the foregoing instrument in such capacity on behalf of VILLAS OF ENGLISH FARMS, L.P. for the purposes therein provided.

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

Deanna K. Cline  
Notary Public  
My commission expires: 7/19/2020



**TOWNSHIP OF PINE**

**OPERATION AND MAINTENANCE (O&M) AGREEMENT  
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

**BETWEEN**

**VILLAS OF ENGLISH FARMS, L.P. ("Landowner")**

**AND**

**TOWNSHIP OF PINE ("Pine")**

**Gary J. Gushard, Esquire  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-5537**

## **Stormwater Management System Maintenance Schedule**

Villas of English Farms, LP is responsible for the short and long term ownership, operations, and maintenance of the stormwater management facilities associated with this project. The stormwater management system, which includes inlets, yard drains, storm sewer pipes, infiltration basin, and outlet control structure, should be inspected two times per year on or before March 1<sup>st</sup> and October 1<sup>st</sup>, periodically, and after heavy rainfall events. The stormwater management system is a privately owned system, and it is the responsibility of the property owner to perform these inspections, make all necessary repairs, and keep a record of the findings and results of the inspections available for review by the Township. The following maintenance shall be performed as soon as practical following an inspection:

**Inlets** - The inlets shall be inspected and cleaned at a minimum of four times per year and inspected monthly. All sediment, debris/trash shall be properly handled and disposed in accordance with local, state, and federal guidelines and regulations.

**Yard Drains** - The yard drains shall be inspected and cleaned at a minimum of four times per year and inspected monthly. All sediment, debris/trash shall be properly handled and disposed in accordance with local, state, and federal guidelines and regulations.

**Storm Sewer Pipes** - All storm sewer piping should be inspected to make sure no sediment or debris build-up has occurred that might restrict the flow of water through them. If build-up has occurred, the pipes should be flushed and cleaned.

**Infiltration Basin** - The basin should be inspected at least 4 times a year, as well as after every storm exceeding 1 inch. Dispose of sediment, debris/trash, and any other waste material removed from system.

**Outlet Control Structure** - The outlet control structure should be inspected to make sure no obstructions are preventing the orifice opening(s) from passing water into the outlet pipe. Any obstruction preventing the primary spillway from functioning properly must be removed.

In addition to these measures, all maintenance requirements of Pine Township must be followed.

Responsible Party: Villas of English Farms, LP

Stormwater Management BMP Operations and Maintenance Plan

1. The owner shall inspect the infiltration basin and outlet structure twice a year or immediately following a significant rainfall event for debris and remove any and all obstructions. A written log of the inspections should be kept by the owner indicating the date of inspection, weather conditions, the general condition of the basin and outlet structure, any problems observed, and actions taken to correct any abnormalities. If the pond is found not to be functioning adequately, required modifications/improvements must be performed immediately.
2. The owner shall be responsible for maintaining the lands surrounding the basin including, but not be limited to, cutting grass within the basin when dry, and removal of undesirable vegetation and sediment build-up.
3. The owner shall be responsible for inspecting the outlet structure at least twice a year, spring and fall, and immediately following a significant rainfall event to remove debris and obstructions as needed. Vegetation surrounding the outlet structures should continually be maintained and kept to a minimum to ensure proper operating condition.
4. The outlet structure should be inspected for signs of settlement, cracking or spalling of concrete and joint openings, leakage, rusting of metal work, and undermining.
5. The emergency spillway should be inspected for signs of erosion, silting, and condition of the protective lining.
6. The infiltration basin should be inspected bi-annually for signs of slough at the toe of out slopes, sliding, wet spots, erosion, cracking, sudden subsidence, evidence of rodent activity, and seepage. If any signs of these defects occur, an engineer with experience in dam construction should be consulted for repairs or maintenance.
7. Inlets and the storm sewer conveyance system shall be inspected for sediment and debris buildup, or obstructions preventing the flow of water. If buildup is found, the system should be flushed and cleaned.
8. The owner shall maintain fencing on the property surrounding the basin, if required.
9. The owner shall ensure any unsightly debris floating in the basin, such as paper, trash, etc. are quickly removed.



After Recording Mail to:

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

**INSTRUMENT FOR THE DECLARATION OF RESTRICTIONS AND  
COVENANTS**

This Instrument for the Declaration of Restrictions and Covenants (Instrument) is being made as of this First day of November, 2017, by Villas of English Farms, LP (the "Grantor" and the "Grantee"), having an address of 375 Golfside Drive, Wexford, PA 15090.

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain land situated in Pine Township, Allegheny County, Pennsylvania, containing +/- 25.98 acres and being designated as Allegheny County Tax Parcel ID # 1826-F-17, and being more particularly described in that certain Deed recorded to Allegheny County Deed Book 13447, Page 69 ("the Property");

WHEREAS, Grantor has agreed to provide this Instrument to protect the Property;

WHEREAS, the Property is included within the boundary of a General NPDES Permit for Discharges of Stormwater Associated with Construction Activities (Permit No. PAC-020031) which identifies certain Post Construction Stormwater Management Best Management Practices (PCSM BMPs) located on the Property;

WHEREAS, the documents attached to this Instrument and incorporated herein shall include: record drawings/as-builts or the approved PCSM Plan (if record drawings/as-builts are not yet available), attached hereto as Appendix A; all applicable landowner notices, attached hereto as Appendix B; and, the long-term Operation and Maintenance Plan (O&M Plan), attached hereto as Appendix C;

WHEREAS, Grantee has agreed to be responsible for implementation of the approved O&M Plan for the PCSM BMPs located on the Property as described in the O&M Plan, which agreement is attached hereto as Appendix B, and incorporated herein;

WHEREAS, Grantor has agreed to provide for necessary access, to applicable parties, related to long-term operation and maintenance of the PCSM BMPs;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Instrument, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor provides and files this Instrument:

1. Purpose. The purpose of this Instrument is to provide notice and to ensure the operation and maintenance, and necessary access for operation and maintenance of the PCSM BMPs on the Property and to prevent the use or development of the Property in any manner that may impair or conflict with the operation and maintenance of the PCSM BMPs. Per 25 Pa. Code §102.8(m)(2), this Instrument identifies the PCSM BMP(s), provides for necessary access related to long-term operation and maintenance of the PCSM BMP(s) and provides notice that the responsibility for long-term operation and maintenance of the PCSM BMP(s) is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees.

2. Declaration of Restrictions and Covenants. Grantor hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to this Instrument which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees.

3. Perpetual Duration. The provisions of this Instrument shall remain in effect in perpetuity, shall be deemed covenants running with the land regardless of ownership or use, and be binding upon all subsequent property owner(s); and the personal representatives, heirs, successors, or assigns of the Grantor.

4. Reserved Rights. Grantor reserves and accepts unto itself and the personal representatives, heirs, successors, or assigns of the Grantor, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of this Instrument.

5. Subsequent Transfers. The terms of this Instrument shall be incorporated by reference into any deed or other legal instrument by which Grantor divests itself by sale, exchange, devise or gift of all or any portion of the Property. Failure of Grantor to perform any act required by this Instrument shall not impair the validity of this Instrument or limit its enforceability in any way. Upon valid sale or transfer of Grantor's ownership interest to a successor or assign and notice as required by this paragraph, Grantor shall be released from any responsibility for any violation of the terms of this Instrument caused by Grantor's successors or assigns or any third party which occurs subsequent to such sale or transfer.

6. Recordation. Grantor shall record this Instrument in the Official Records of Allegheny County, Pennsylvania. Grantor shall pay all recording costs necessary to record this Instrument in the public records.

7. Notices. All notices, consents, approvals or other communications required under the provisions of this Instrument shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

8. Access Provisions. The party responsible for the implementation of the O&M Plan may enter the Property upon reasonable notice, in a reasonable manner and at reasonable times for purposes of implementation of the O&M Plan.

9. Miscellaneous Provisions.

(a) Severability. If any provision of this Instrument or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Instrument and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

(b) Amendment. This Instrument shall not be amended, terminated, or in any way modified by the Grantor without the express prior written approval of the Commonwealth of Pennsylvania Department of Environmental Protection (Department). After receiving approval from the Department, the Grantor shall record any such amendment, termination or modification of this Instrument as described in Paragraph 6, above.

(c) Controlling Law. The interpretation and performance of this Instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

(d) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon construction or interpretation.

(e) Rights of the Department. The rights of the Department shall be preserved under the laws of the Commonwealth of Pennsylvania, and include, but not be limited to, the following:

- (i) To identify, to preserve and to protect in perpetuity the PCSM BMPs in a manner consistent with the O&M Plan.
- (ii) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Instrument.
- (iii) To proceed at law or in equity to enforce the provisions of this Instrument, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.
- (iv) To approve or disapprove a request for an amendment submitted under Paragraph 9(b), above.

IN WITNESS WHEREOF, the undersigned, being the Grantor and Grantee, herein, have hereunto executed on the day and year first above written.

By: LESLIE ROAD ASSOCIATES, LLC  
the General Partner

ATTEST:

Michelle Beshe  
Grantor/Grantee Signature

Frank R. Zokaites, President  
Date 11/1/17

\_\_\_\_\_  
Printed Name

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

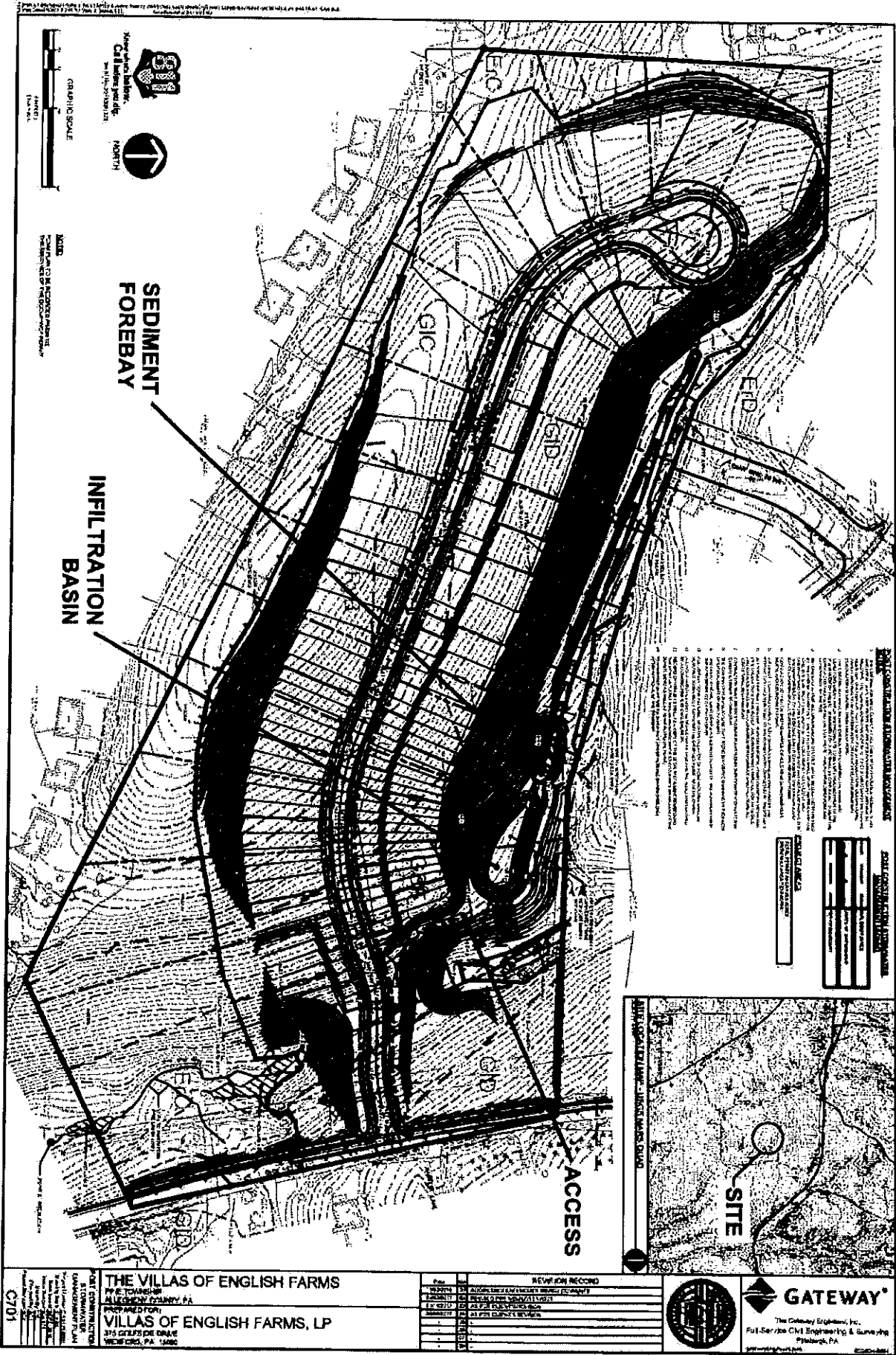
On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he/she executed the same for the purposes therein contained.

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

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Public

# APPENDIX A



**THE VILLAS OF ENGLISH FARMS**  
 P.O. CHANGE  
 ALLEGANY COUNTY, PA  
 PREPARED FOR:  
**VILLAS OF ENGLISH FARMS, LP**  
 375 COLLETS DRIVE  
 WESTON, PA 15380

NO.	DESCRIPTION	DATE
1	PREPARED FOR THE CLIENT	10/15/01
2	REVISED TO REFLECT COMMENTS	10/15/01
3	REVISED TO REFLECT COMMENTS	10/15/01
4	REVISED TO REFLECT COMMENTS	10/15/01
5	REVISED TO REFLECT COMMENTS	10/15/01
6	REVISED TO REFLECT COMMENTS	10/15/01
7	REVISED TO REFLECT COMMENTS	10/15/01
8	REVISED TO REFLECT COMMENTS	10/15/01
9	REVISED TO REFLECT COMMENTS	10/15/01
10	REVISED TO REFLECT COMMENTS	10/15/01

**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA

C701



# APPENDIX B

## Post-Construction Stormwater Management

### Best Management Practice(s) Notification and Operation and Maintenance Agreement

**BE ADVISED, THE PROPERTY CONTAINS POST-CONSTRUCTION STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICE(S) (PCSM BMPs) WHICH ARE SUBJECT TO A LONG-TERM OPERATION AND MAINTENANCE PLAN (O&M PLAN). THAT O&M PLAN HAS BEEN RECORDED AS PART OF A DEED RESTRICTION THAT AFFECTS THIS PROPERTY. YOU SHOULD FULLY UNDERSTAND YOUR LONG-TERM OPERATION AND MAINTENANCE OBLIGATIONS, AS THEY APPLY TO THE ASSOCIATED PCSM BMP(s).**

**Property Identification:**

Municipality: Pine Township  
County: Allegheny  
Deed Book 13447, Page 69  
Tax Parcel ID#: 1826-F-17

**The following PCSM BMP(s) are located on this property:**

One infiltration basin with outlet control structure and sediment forebay

**The inspection schedule and reporting requirements for the PCSM BMP(s) are as follows:**

Refer to the attached Operation and Maintenance Schedule

**The person or entity responsible for the long-term operation and maintenance of the PCSM BMP(s) is:** Property owner

**Describe how access to the PCSM BMP(s) shall be obtained:**

A stabilized access road connects to Cambridge Court.

**If owner, grantee or transferee is responsible for the long-term operation and maintenance of the PCSM BMP(s), describe the necessary operation and maintenance obligations or attach a copy of the O&M Plan:**

Refer to the attached Operation and Maintenance Schedule

**I UNDERSTAND AND AGREE WITH THE LONG-TERM OPERATION AND MAINTENANCE RESPONSIBILITIES OUTLINED ABOVE AND AS THEY APPLY TO THE PCSM BMP(S) ON THE PROPERTY.**

\_\_\_\_\_  
Owner, Grantee or Transferee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Owner, Grantee or Transferee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**GATEWAY**

On Call. On Time. On Target.

## APPENDIX C

### Stormwater Management System Operation and Maintenance Schedule

**Owner and responsible maintenance party: Villas of English Farms, LP**

Villas of English Farms, LP is responsible for the short and long term ownership, operations, and maintenance of the stormwater management facilities associated with this project. The stormwater management system, which includes inlets, yard drains, storm sewer pipes, infiltration basin, and outlet control structure, should be inspected two times per year on or before March 1<sup>st</sup> and October 1<sup>st</sup>, periodically, and after heavy rainfall events. The stormwater management system is a privately owned system, and it is the responsibility of the property owner to perform these inspections, make all necessary repairs, and keep a record of the findings and results of the inspections available for review by the Township. The following maintenance shall be performed as soon as practical following an inspection:

**Inlets** - The inlets shall be inspected and cleaned at a minimum of four times per year. All sediment, debris/trash shall be properly handled and disposed in accordance with local, state, and federal guidelines and regulations.

**Yard Drains** - The yard drains shall be inspected and cleaned at a minimum of four times per year. All sediment, debris/trash shall be properly handled and disposed in accordance with local, state, and federal guidelines and regulations.

**Storm Sewer Pipes** - All storm sewer piping should be inspected to make sure no sediment or debris build-up has occurred that might restrict the flow of water through them. If build-up has occurred, the pipes should be flushed and cleaned.

**Infiltration Basin** - The basin should be inspected at least 4 times a year, as well as after every storm exceeding 1 inch. Dispose of sediment, debris/trash, and any other waste material removed from system.

**Outlet Control Structure** - The outlet control structure should be inspected to make sure no obstructions are preventing the orifice opening(s) from passing water into the outlet pipe. Any obstruction preventing the primary spillway from functioning properly must be removed.

In addition to these measures, all maintenance requirements of Pine Township must be followed.



# GATEWAY

On Call. On Time. On Target.

Responsible Party: Villas of English Farms, LP

## Stormwater Management BMP Operations and Maintenance Plan

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# Budget and Balance Sheet <

## BUDGET

# ***THE VILLAS OF ENGLIS FARMS***

a Planned Community

Estimated Budget at Full Occupancy

January 1, 2019 through December 31, 2019

<u>EXPENSE CATEGORY:</u>	<u>AMOUNT:</u>
Accounting	\$500
Administrative Expenses	\$260
Insurance	\$800
Landscaping	\$2,000
Legal	\$0
Management	\$3,000
Miscellaneous	\$0
Repairs, Replacement and Maintenance	\$400
Snow Removal and/or Stormwater Maintenance	\$6,000
Total Annual Budget	\$12,960
Monthly Budget	\$1,080
Month Assessment Per Lot (to be paid quarterly)	\$45.00
Number of Lots	24
% of Common Expense Liability Per Lot	4.1666

A conveyance assessment is required from each initial Purchaser and every resale Purchaser at closing in the amount of three (3) times the monthly Assessment.

Reserves are for the replacement of Common Facilities.

This estimated budget was prepared February 25, 2019 by The Villas of English Farms, LP

There is no balance sheet at this time.