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Frank Schiefer

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DECLARATION OF PLANNED COMMUNITY
FOR
FRYE FARM ESTATES

UNITY TOWNSHIP
WESTMORELAND COUNTY, PENNSYLVANIA

DEVELOPER:

James R. Thomas, Jr. d/b/a Jim Thomas Construction Co., a
sole proprietorship

Attorneys for Developer:
John N. Ward, Esquire
Ward & Christner, P.C.
15 North Main Street
Greensburg, PA 15601



Instr: 202206230022517 6/23/2022
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Westmoreland County Recorder

UPI 61-12490-00000 *MS*

MAP 61-13-00-0-132

DECLARATION OF PLANNED COMMUNITY BY
JAMES R. THOMAS, JR. d/b/a JIM THOMAS CONSTRUCTION CO., a sole
proprietorship, PURSUANT TO THE
UNIFORM PLANNED COMMUNITY ACT

WHEREAS, JAMES R. THOMAS, JR. d/b/a JIM THOMAS CONSTRUCTION CO., a sole proprietorship, (hereinafter called "Owner/Developer/Declarant"), owner of approximately 34.8637 acres situate in the Township of Unity, County of Westmoreland and Commonwealth of Pennsylvania, has recorded a Plan of Subdivision known as Frye Farm Estates in the Office of the Recorder of Deeds of Westmoreland County, PA at Instrument Number 202206150021417.

WHEREAS, Owner/Developer/Declarant has recorded Protective Covenants for Frye Farm Estates, a Planned Community on June 23, 2022 in the Office of the Recorder of Deeds of Westmoreland County, PA at Instrument Number 202206230022519 ; and

WHEREAS, Owner/Developer/Declarant hereby sets forth those provisions which pertain to Frye Farm Estates which is a planned community within the provisions of the Uniform Planned Community Act of the Commonwealth of Pennsylvania.

1. The name of this planned community is Frye Farm Estates.
2. This planned community is situate wholly within the political boundary of Unity Township, Westmoreland County, Pennsylvania.
3. The legal description of the real estate included in the planned community known as Frye Farm Estates being approximately 34.8637 acres is more fully set forth on Exhibit "A" which is attached hereto and made a part hereof which was originally designated as Westmoreland County Tax Map Parcel No. 61-13-00-0-132 and being that same property conveyed to Owner/Developer/Declarant by Deed recorded at Instrument No. 202009020028242.
4. Easements and rights of way which effect the real estate are set forth on Exhibit "B" which is attached hereto and made a part hereof and/or as set forth on the recorded Plan. Owner/Developer/Declarant reserves the right to grant further easements or rights of way to facilitate the development.

5. The planned community will consist of 63 lots being numbered as:

Lot Nos. 1-63, which will be comprised of 131 units, which is comprised of 59 duplexes, 3 triplexes, and 1 quadplex.

Each lot will be specifically described by metes and bounds as set forth on that Plan of Subdivision based upon an as-built survey which will be recorded prior to transfer of the lot with the exact location of any common wall for attached dwellings being confirmed by an as-built survey after the completion of the construction of each foundation so that the common lot lines can be confirmed.

6. Controlled Facilities and Common Facilities which shall be owned and/or used by that Homeowners Association known as FRYE FARM ESTATES HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania shall include an easement for an entrance sign as well as any water detention pond(s) that the Township of Unity requires for the development.

7. Controlled Facilities and Common Facilities maintained, repaired, replaced, insured and controlled by that homeowner association known as FRYE FARM ESTATES HOMEOWNER'S ASSOCIATION, INC. (hereinafter called "Homeowners Association") shall include an easement for an entrance sign along with the green space known as Common Area B and green spaces known as Common Area A, Common Area C, Common Area D, Common Area E, and Common Area F.

8. Each lot owner shall be entitled to one vote. If two or more lots are owned by a common owner, the owner will just have one (1) vote. Regardless of whether a lot is owned by one individual, two or more individuals or by a corporate entity or trust, there will only be one vote. The allocation of common expenses imposed upon lot owners shall be based upon each lot owner sharing equally in common expenses. A lot owner becomes perpetually responsible for the assessment for common and controlled facilities as imposed by the Homeowner's Association upon the completion and occupancy of the single family attached dwelling by the lot owner. The right to vote occurs upon the date the deed establishing ownership in the lot has been recorded. The Owner/Developer/Declarant's number of votes shall be determined by the number of lots owned by the Owner/Developer/Declarant.

9. Frye Farm Estates shall be subject to those Protective Covenants as recorded in the Office of the Recorder of Deeds of Westmoreland County, PA at Instrument No. 202206230022519, and shall be covenants running with the land regulating the use and occupancy of the single family attached dwellings.

10. The Owner/Developer/Declarant reserves to himself, his heirs and assigns, the right to use and enjoy the common and controlled facilities and thereby reserves to himself, his heirs and assigns, an easement or right of way for ingress, egress and regress as well as the right to utilize said common and controlled facilities in support of the development for this planned community.

11. The Owner/Developer/Declarant reserves to himself, his heirs and assigns, the right to have access to any and all streets and/or roads as set forth in that plan known as Frye Farm Estates for purposes of development of the planned community.

12. The Owner/Developer/Declarant reserves to himself the right to grant easements and/or rights of way for public utilities such as gas, water, electric, sewage and cable television in Frye Farm Estates for the development of said plan.

13. There will be no right reserved to create time-share estates.

14. The Owner/Developer/Declarant reserves and retains the right to designate as a common facility and/or controlled facility any portion of a planned community or any improvement or facility then existing or contemplated for a planned community. These facilities may include facilities which will assist in the development of the planned community. These facilities will be conveyed and/or leased by Owner/Developer/Declarant to the Homeowner's Association and made effective upon the delivery of the deed and/or lease to the Homeowner's Association. The conveyance by deed or leasing by lease to the Association for a common facility will not require any payment of a purchase price or rental payment. The responsibilities of maintenance, repairs, taxes, utilities and insurance premiums will be the responsibility of the Association and will be included in any budget developed to establish separate assessment for each single family attached dwelling. The conveyance and/or leasing will also occur once any required improvement has been completed wherein Owner/Developer/Declarant will guarantee the construction and installation of the

improvement only on common facilities and/or controlled facilities for two (2) years after the completion date.

15. The Plan of Subdivision known as Frye Farm Estates containing Lot Nos. 1 through 63 inclusive as recorded at Instrument Number 202206150021417 is incorporated herein by reference as if attached hereto.

16. The Owner/Developer/Declarant shall control the Homeowner's Association for the maximum period of time of seven (7) years and have the sole power and authority to appoint the Board Members and such control shall terminate in accordance Section 5303 (c) of the Uniform Planned Community Act as further set forth in paragraph 19 below. The right of review and approval of all plans for new construction of the two, three and four single family attached dwellings will be retained by the Owner/Developer/Declarant until assigned to an agent for the Owner/Developer/Declarant or to the Association.

17. If any provision or portion of any provision set forth herein is declared void by any Court of competent jurisdiction, the remaining provisions and remaining portion of any provision shall remain in full force and effect thereby making the voided provision or portion of said provision separate and apart from the content of this Declaration as if it had never existed.

18. This Declaration may be amended by a vote of at least 67% of the Association. However, any amendment for provisions covered by Section 5219(d) of the Uniform Planned Community Act will require unanimous consent of all lot owners and the Owner/Developer/Declarant.

19. The Owner/Developer/Declarant shall control the Homeowner's Association for a specified period of time during which the Owner/Developer/Declarant or persons designated by the Owner/Developer/Declarant may appoint and remove the officers and members of the Executive Board. This period of Owner/Developer/Declarant control extends from the date of the first conveyance of the lot, to a person other than the Owner/Developer/Declarant for a period of not more than seven (7) years. However, this period of Owner's/Developer's/Declarant's control, except for review and approval of all plans for new construction of the single family attached dwellings, may terminate no later than the earlier of:

- (i) construction and conveyance of at least 75% of the single family attached dwellings lot other than the Declaration; or
- (ii) two (2) years after the Owner/Developer/Declarant has ceased to offer lots for sale in the ordinary course of business.

20. The Owner/Developer/Declarant reserves unto himself the sole right and option to add additional property to Frye Farm Estates.

21. The Owner/Developer/Declarant reserves unto himself the sole right and option to amend this Declaration in order to comply with the provisions of the Uniformed Planned Community Act of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned, having authority to do so, executes their hands and seals on the 23rd day of June, 2022.

OWNER/DEVELOPER/DECLARANT

WITNESS:

John A. White

By J.R. Thomas, Jr.
 JAMES R. THOMAS, JR. d/b/a
 JIM THOMAS CONSTRUCTION CO., a
 Sole Proprietorship

All that certain property situate in the Township of Unity, County of Westmoreland and Commonwealth of Pennsylvania being specifically set forth on the recorded Plan of Subdivision known as Frye Farm Estates as recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania at Instrument No. 202206150021417.

This property also being what was originally described as Lot 1 in the Frye Subdivision No. 8 as recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania at Instrument Number 202002030003525.

Presently designated as Westmoreland County Tax Map Parcel Number 61-13-00-0-132.

BEING the same Property that became vested in James R. Thomas, Jr. d/b/a Jim Thomas Construction Co., a sole proprietorship by that Deed recorded at instrument Number 202009020028242.

EXHIBIT "A"

1. The following Rights of Way:
 - a. Grantor: L.L. Frye, et ux.
Grantee: Municipal Authority of Westmoreland County
Granted by Instrument dated May 31, 1955, and recorded in Deed Book Volume 1743, page 120.
 - b. Grantor: Clair L. Frye, et ux.
Grantee: Bell Telephone Company
Granted by Instrument dated March 8, 1973, and recorded in Deed Book Volume 2122, page 890.
 - c. Grantor: Thelma Lois Frye
Grantee: Unity Township Municipal Authority
Granted by Instrument dated May 2, 2006, and recorded in Instrument No. 200605190023526.
Amendment recorded at Instrument No. 200702270009126.
 - d. Grantor: Thelma Lois Frye
Grantee: West Penn Power Company
Granted by Instrument dated June 12, 2012, and Recorded in Instrument No. 201209120037710.

2. Assessment Settlement Agreement by and between Thelma Lois Frye and Unity Township Municipal Authority dated October 20, 2008 and recorded at Instrument No. 200811210046691.

3. The following oil and gas leases:
 - a. Lessee: Manufacturer's Light and Heat Co.
demised by Instrument recorded in Deed Book Volume 1742, page 219.
 - b. Lessor: Clair L. Frye, et ux.
Lessee: Appalachian Energy Association
demised by Instrument dated January 11, 1983, and recorded in Deed Book Volume 2475, page 239.
 - c. Lessor: Clair L. Frye, et ux.
Lessee: Adobe Oil and Gas Corp.
demised by Instrument dated November 15, 1983, and

recorded in Deed Book Volume 2527, page 634.

- d. Lessor: Clair L. Frye, et ux.
Lessee: Hogue Gas & Oil Co.
demised by Instrument dated January 5, 1978, and
recorded in Deed Book Volume 2285, page 89.
- e. Lessor: Clair L. Frye, et ux.
Lessee: Appalachian Energy Association
demised by Instrument dated January 11, 1983, and
Recorded in Deed Book Volume 2475, page 236.
- f. Lessor: Clair L. Frye, et ux.
Lessee: Peoples Natural Gas Company
demised by Instrument dated August 9, 1965, and
recorded in Deed Book Volume 1916, page 846.
- g. Lessor: Clair L. Frye, et ux.
Lessee: Union Drilling Inc.
demised by Instrument dated March 14, 1972, and
recorded in Deed Book Volume 2092, page 920.
- h. Lessor: Clair L. Frye, et al.
Lessee: Allan R. Poole, et ux.
demised by Instrument dated March 3, 1987, and
recorded in Deed Book Volume 2724, page 577.
- i. Lessor: Martha F. Kuhns
Lessee: Manufacturers Light and Heat Company
demised by Instrument dated December 11, 1947,
and recorded in Deed Book Volume 1324, page 29.
- j. Lessor: Clair L. Frye Trust, et al.
Lessee: Kriebel Resources Company
Demised by Instrument dated October 23, 2004, and
Recorded in Instrument No. 200510310057453.

4. Easement Agreement between Clair L. Frye, et ux. and Sonrise Church dated September 13, 1996 and recorded in Deed Book Volume 3437, page 526. Easement Amendment and Confirmation Agreement filed at Instrument No. 202009010027995.

5. Roadway and Right of Way Maintenance and Usage Agreement between Thelma Lois Frye a/k/a Lois Frye and Charter Oak United

Methodist Church dated June 17, 2005 and recorded at Instrument No. 200506230031712.

6. Assignment, Bill of Sale and Grant of Right of Way and Easement Agreement between Thelma Lois Frye and Unity Township Municipal Authority dated October 25, 2013 and recorded at Instrument No. 201402120003978.

7. Non-navigable river, stream or creek flowing through the premises and the rights of others therein.

8. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Frye Farm Road.

9. The following matters as set forth in the plan of lots entitled Frye Subdivision No. 8 as recorded at Instrument No. 202002030003525, including, but not limited to:

- a. Twenty-five (25) foot front setback line.
- b. Ten (10) foot side setback line.
- c. Fifteen (15) foot rear setback line.
- d. Overhead electric lines.
- e. Private roadway.
- f. Gas pipeline.

10. Pipeline Easement Agreement between Lois Frye a/k/a Thelma Lois Frye by Darlene Simpson, her agent, by Power of Attorney recorded at Instrument No. 202008310027611 and James R. Thomas, Jr. d/b/a Jim Thomas Construction Co. dated August 28, 2020 and recorded September 2, 2020 at Instrument No. 202009020028167.

11. Subject to the matters as set forth, illustrated or depicted on the Plan of Lots entitled Frye Farm Estates as recorded at Instrument No. 202206150021417.

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WESTMORELAND)

On this 23rd day of June, 2022, before me, a Notary Public, the undersigned officer, came the above-named **JAMES R. THOMAS, JR. d/b/a JIM THOMAS CONSTRUCTION CO., a sole proprietorship**, as Owner/Developer/Declarant and acknowledged that the foregoing Declaration of Planned Community was his act and deed, and desired the same to recorded as such.

WITNESS my hand and official seal.



Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
John N Ward, Notary Public
Westmoreland County
Commission Expires September 04, 2024
Commission Number 1174323

Commonwealth of Pennsylvania - Notary Seal
John N Ward, Notary Public
Westmoreland County
Commission Expires September 04, 2024
Commission Number 1174323

Commonwealth of Pennsylvania - Notary Seal
John N Ward, Notary Public
Westmoreland County
My Commission Expires September 04, 2024
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