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Pennsylvania

Frank Schiefer

Frank Schiefer • Recorder of Deeds

PROTECTIVE COVENANTS

FOR

FRYE FARM ESTATES,
a Planned Community

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
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Greensburg, PA 15601**


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Westmoreland County Recorder

UPI 61-12490-00000

MAP 61-13-00-0-132

WHEREAS, the undersigned, **JAMES R. THOMAS, JR. d/b/a JIM THOMAS CONSTRUCTION CO., a sole proprietorship**, also known as Owner/Developer/Declarant of all the lots in **FRYE FARM ESTATES**, a Planned Community (the “Community”) wherein the Plan of Subdivision known as Frye Farm Estates shall contain 63 lots that will be comprised of a total of 131 units, which will be 59 duplexes, 3 triplexes and 1 quadplex (hereafter known as single family dwellings) as recorded in the Recorder’s Office of Westmoreland County at Instrument No. 202206150021417 (“Plan”) which Property vested in the Owner/Developer/Declarant as set forth on Exhibit “A” attached hereto.

WHEREAS, the undersigned Developer/Builder/Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities of the said Community contributing to the personal and general health, safety and welfare of the residents and for the maintenance of the land and improvements thereon, and to this end, desires to subject the real property above referenced to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Community and for the Developer/Builder/Declarant and subsequent owners of the single family attached dwellings to be constructed in the Community;

NOW, THEREFORE, be it known that the undersigned Developer/Builder/Declarant does hereby adopt the following restrictions and covenants to which all the single family attached dwellings in said Community shall be subject:

ARTICLE I

PROPERTY RIGHTS

1.1 Any person owning a single family attached dwelling in **FRYE FARM ESTATES**, shall have the right to enforce these covenants by proceeding at law or equity. All legal costs to enforce these covenants shall be borne by the offender found to be in violation of these covenants.

1.2 All easements, right-of-ways, restrictions, reservations and building lines affecting said single family attached dwellings, as shown on all recorded plan known as **FRYE FARM ESTATES** as recorded at Instrument No. 202206150021417 are incorporated herein by reference.

1.3 The lots that comprise the total plan that has been recorded are as follows:

Lot Nos. 1 through 63

1.4 All single family attached dwellings are subject to the right of the Owner/Developer/Declarant to grant, dedicate or transfer to any public agency, authority or utility all or any easements as shown on the Plan, or as necessary to serve each single family attached dwelling either underground or above ground along or through dwelling on the Lot. In addition, **FRYE FARM ESTATES**, is subject to the right of the Owner/Developer/Declarant to grant utility and access easements to benefit adjoining lands.

1.5 The Owner/Developer/Declarant reserves to himself the right during the first seven (7) years from the date of this document to prepare and record further covenants and restrictions which are not inconsistent herewith, as he may deem advisable for the maintenance, use, conservation and beautification of the lots in the Community and for the health, comfort, safety and general welfare of the lot owners.

1.6 All of the lots in said Community and all streets, lanes and alleys shall be subject to the easements and right of ways as shown on the Plan or as installed later by the Owner/Developer/Declarant.

1.7 Owner/Developer/Declarant may, at his sole option, cause additional lands adjoining the Plan to be subjected to the covenants, conditions, easements, restrictions, charges and liens herein set forth, provided that there shall be recorded with respect to such additional lands a Declaration of a Planned Community or a Supplementary Declaration or similar instrument subjecting such land to the scheme of this Declaration, including all of the covenants, conditions, easements, restrictions, charges and liens appropriate thereto. The Owner/Developer/Declarant, his heirs and assigns, shall not be bound to make the proposed additions or to adhere to the covenants, conditions, and restrictions stated herein and in any subsequent development of adjoining land.

ARTICLE II

USE RESTRICTIONS - GENERAL REGULATIONS

2.1 Home occupations shall be permitted however there shall not be signs of any type, no exterior storage of materials and no other exterior indication of the occupation. Such occupation shall be carried on wholly within the single family attached dwelling and no person not residing in the single family attached dwelling shall be employed and provided further that Unity Township also permits the home occupation.

2.2 No noxious or offensive activity shall be conducted upon any single family attached dwelling nor shall anything be done thereon which may be a nuisance to other residents within the Community.

2.3 No basement, foundation, garage, trailer, dwelling under construction, or any structure other than the completed approved single family attached dwelling, shall be used, temporarily or permanently, as a residence.

2.4 The lots in the Plan are permitted to have constructed thereon up to 4 attached single-family dwellings which are defined as two, three or four single family attached dwellings, but no lot may be further subdivided beyond permitting the two, three or four single family attached dwellings to be constructed with the centerline of the two, three or four single family attached dwellings being the common wall or party wall which will be the property line. Each family dwelling whether in a duplex, triplex or quadplex shall be considered a one single family

dwelling. Nothing shall prohibit the Owner/Developer/Declarant from using any dwelling as a model for sales purposes and/or administrative offices.

2.5 Owner/Developer/Declarant reserves the right to erect a sign or wall or a combination thereof on a portion of a lot as designated on the Plan designating the name of the Community and further reserve the right to assess all single family dwelling owners a pro-rata share of the annual maintenance cost as further referenced in following ARTICLE V.

2.6 No livestock of any kind, including fowls, shall be kept on said lot or any dwelling or garage, excepting domestic pets which shall not exceed two (2) per dwelling house. No doghouse, or other structure used to house animals, may be located on said lot at any time. No dog runs or lines shall be located on said lot at any time.

2.7 No lot shall be used or maintained as a dumping ground for trash, garbage or rubbish. Trash, garbage and rubbish shall be kept in sanitary containers.

2.8 Satellite dish, short-wave radio, and other antennas may be erected but must not be visible from any street.

2.9 No undriveable vehicles, campers, fuel tanks, boats, boat trailers, commercial vehicles, motor homes, mobile homes, are permitted to be parked or exposed on any lot. In addition, there shall be no parking of these vehicles on any street in the Community. Additionally, there will be no parking on any street of driveable vehicles at any time, but must be parked in driveway or garages on the lot.

2.10 No lot owner or invitee shall repair or restore any vehicle of any kind upon any lot except for normal maintenance or emergency repairs of the lot owner's vehicle.

2.11 No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles may be operated on any unpaved portions of the Community and no such vehicle may be operated upon the streets in the Community other than going to and from a lot in the Community.

2.12 No sign of any kind shall be displayed to the public view on any lot except signs by the Owner/Developer/Declarant to advertise the property during construction or by a lot owner for sale of their single family attached dwelling.

2.13 Each lot owner in the Community must ensure that his or her lot is kept in a reasonable clean condition, free of debris, brush and weed growth, and shall also ensure that all drainage, ditches and swales located on their respective lots in substantially the same condition the drainage ditches and swales were in at the time the lot was acquired and to permit certain activities relating to the care of the lot as provided under ARTICLE V, 5.2 below.

2.14 This Planned Community is intended to provide housing for older persons, as the term is used and defined in the Federal Fair Housing Amendment Act of 1988 as amended. The occupancy and use of the single family attached dwelling and Common Elements shall be subject to the following restrictions:

a. All Lots, whether part of a duplex, triplex or quadplex shall be used only as a residence for a single "family", or such other uses permitted by this Declaration. At least one of the owners (at least one of the married couple) on the Deed must be at least fifty-five (55) years of age or older and must also be a permanent occupant and no single family attached dwelling shall be occupied by any persons under the age of eighteen (18) years; (For example, if only one of the owners on the Deed who must also occupy the single family attached dwelling is at least 55 years of age, a family member such as a son or daughter may also be an owner on the Deed provided that he or she does not occupy the single family attached dwelling if he or she is under the age of 55 years); provided, however, that the Executive Board may grant exemptions, in its discretion, to the age restriction set forth herein, so long as the exemptions are consistent with the purpose and intent of the Federal Fair Housing Amendment Act of 1988 as amended and the limitations therein. A violation shall be the non-performance of this provision relating to age limitations for the ownership and occupancy of the dwelling erected on the Lot, any applicable federal, state or local laws, regulations or ordinances in effect on or after the date of the recording of this Declaration. For purposes of this restriction, "family" shall be defined as an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or not more than two (2) unrelated persons living as a single housekeeping unit. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Lot owner shall permit his single family attached dwelling to be used or occupied for any prohibited purpose. The Owner/Developer/Declarant reserves to themselves to except up to ten (10%) of the total lots sold from this minimum age requirement in their sole discretion.

2.15 These provisions shall apply when there are two, three or four single family dwellings which are adjoined by a common wall.

A.

2.15.1 Each wall which is built as a part of the original construction of the two, three or four adjoining dwellings upon the property and placed on the dividing line between the two, three or four adjoining dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.15.2 The cost of reasonable repair and maintenance of a party wall shall be shared by the lot owners who make use of the wall in proportion to such use.

2.15.3 If a party wall is destroyed or damaged by fire or casualty, any lot owner who has use of that wall may restore it, and if the other lot owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to

such use without prejudice, however, to the right of any such lot owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

2.15.4 Notwithstanding any provision of this Article, a lot owner's negligence, willful act or failure to act causes damages to the party wall or the event that causes the damage to the party wall starts in one of the two, three or four single family attached dwellings, that lot owner shall bear the whole cost of furnishing the necessary repairs and/or replacement to restore the party wall to its original condition without any contribution from the lot owner of the adjoining single family attached dwelling.

2.15.5 The cost of the reasonable repair, maintenance or replacement of a roof for any one single family attached dwelling shall be borne by the Homeowner's Association which will be paid from the capital reserve with color or type of shingle to be uniform only if the dwelling owner's insurance coverage will not cover same or the claim is denied.

2.15.6 The right of any lot owner to seek contribution in regard to the party wall from any other lot owner under this Article shall be appurtenant to the land and shall pass to such lot owner's successors in title.

2.15.7 The color and style of the front door shall be consistent for all the single family attached dwellings when viewed from the exterior of each single family attached dwelling.

2.15.8 All replacement windows and shutters must match existing windows and shutters in color and design for all the single family attached dwellings.

2.15.9 Masonry facing as installed shall be consistent for all the single family attached dwellings.

2.15.10 Shingles as installed shall be consistent for all the single family attached dwellings.

2.15.11 Color and style of exterior lighting fixtures shall be consistent for all the single family attached dwellings and must be replaced with matching fixtures.

2.15.12 Patio size and surface finish shall be determined by the Owner/Developer/Declarant at his sole discretion for each single family attached dwelling.

2.15.13 Color of downspouts shall be consistent for all the single family attached dwellings.

2.15.14 Style, color and muttons of windows must match existing windows on all the single family attached dwellings when viewed from the exterior of each single family attached dwellings.

2.15.15 The color and style of the garage door shall be consistent for all the single family attached dwellings.

2.15.16 All other exterior elements shall be consistent for all the single family attached dwellings.

2.15.17 All caulking of exterior doors and windows shall be consistent for all the single family attached dwellings.

B. When the Homeowner's Association makes a decision when the time comes that the exterior components must be maintained, repaired and/or replaced, the following procedure shall apply:

2.15.1.1 The Homeowner's Association shall have the sole responsibility to decide when the exterior component must be repaired and/or replaced of the single family attached dwellings.

2.15.1.2 The cost for the repair and/or replacement of all exterior components (excluding the roof) will be incurred by each respective owner of the single family attached dwelling.

2.15.1.3 If an exact match to an existing exterior component in regard to color, style, size and material is not available to a single family attached dwelling, the Homeowner's Association must decide this issue which will become the final determination.

ARTICLE III

CONSTRUCTION COVENANTS

The exterior design and floor plan for each type of dwelling shall be in the sole discretion of the Owner/Developer/Declarant.

3.2 All single family attached dwellings constructed on any lot in the Community shall be finished with suitable exterior building material wherein there will be brick used on the front of each single family attached dwelling for the first living level. All siding products must be approved by Owner/Developer/Declarant.

3.3 All lots must be final graded and landscaped in the front yard from the street pavement to the single family attached dwelling. All areas disturbed in connection with construction shall be landscaped and seeded or planted with ground cover that will blend with

the area within six months from completion of the single family attached dwelling or during the next immediate growing season after completion.

3.4 All trees over six (6) inches in diameter, not located within 20 feet of the foundation or driveway, shall remain undisturbed unless approval to remove is secured from Owner/Developer/Declarant. Any person owning a lot devoid of trees from the street to the front building line will be required to plant a minimum of one (1) tree within six months of completion or the next immediate growing season. Species, trunk size and vertical height to be approved by Owner/Developer/Declarant. If a tree or shrub has to be replaced, this shall be at the sole cost and expense of the lot owner.

3.5 No fence may be erected except for underground electric dog fences.

3.6 All single family attached dwellings constructed shall be furnished initially with exterior roof material approved by the Owner/Developer/Declarant.

3.7 No structure more than two, three or four single family attached dwellings shall be erected on any of the aforesaid lots.

3.8 There shall be no open cutting of any roadway or cart way, either public or private in the Community without the prior written consent of Owner/Developer/Declarant. All underground utility installation within any roadway or cart way must be by drilling method.

3.9 All driveways, drives and turning aprons must be asphalt paved or concrete constructed. Any other type of material to be used must be approved in advance in writing from Owner/Developer/Declarant. All paving to be completed within six (6) months of completion. All walks must be of concrete or other authorized material and completed prior to move in, weather permitting. In no event shall completion be longer than six (6) months.

3.10 All mailboxes and all posts will be purchased and installed by Jim Thomas Construction Co. and located according to the postal authorities. If and when the mailboxes and posts must be replaced, this cost shall be incurred by the lot owners and the Homeowner's Association shall have the sole discretion of choosing the design and material for same.

3.11 All debris resulting from excavation, construction and/or grading of each lot must be removed by Jim Thomas Construction Co. from the lot within sixty (60) days of completion. No debris, rubbish or scrap material may be placed or dumped on any lot in said Community. During construction, the site must be maintained in neat and orderly manner.

3.12 Construction of any dwelling upon a lot in said Community shall be completed within one (1) year of the beginning of construction and completion thereof shall in no event extend beyond one (1) year six (6) months from date of deed unless consented to by the Owner/Developer/Declarant.

3.13 Construction of all two, three or four single family attached dwellings upon the lots shall only be performed by Jim Thomas Construction Co. unless Owner/Developer/Declarant solely at his own discretion, designates and approves another contractor.

ARTICLE IV

BUILDING PLANS

4.1 All building plans will be developed by **Jim Thomas Construction Co.** and the single family attached dwellings shall be constructed at the direction of Owner/Developer/Declarant.

4.2 To preserve the enhanced values of the neighborhood and maintain a harmonious relationship among dwelling structures, Owner/Developer/Declarant or his designated agent, shall have the exclusive right to design all plans and specifications to ensure the architectural integrity of the Community.

ARTICLE V

MAINTENANCE AND COMMON ASSESSMENT

5.1 The Community may have various entrances which will set off and designated on the Plan. The Owner/Developer/Declarant may erect the entrances, with appropriate lighting if needed, and after the completion of the entire Planned Community either deed these entrance areas or provide permanent easements to a Homeowners Association. This Homeowners Association shall be responsible for the upkeep, maintenance, landscaping and care of all entrances and street lighting, storm water detention ponds, water and/or storm water retention areas, Common Facilities and Controlled Facilities as referenced in the Declaration of Planned Community for the Frye Farm Estates as recorded with the Recorder of Deeds of Westmoreland County at Instrument No. 202206230022517 and Green Spaces (including real estate taxes if any).

5.2 Homeowners Association or their designated agent shall perform the following activities for the benefit of the lots in the Community.

5.2.1. Perform snow removal of the sidewalks, driveways and walks when snow reaches 2 inches or more.

5.2.2 Perform all grass cutting or mowing on a weekly basis during the season, weather permitting.

5.2.3. Trim all shrubs twice a year.

5.2.4 Initially place all stone.

5.2.5 All lawns will be treated for weed control.

5.2.6 Maintain in good working order and condition all storm water detention ponds, water and/or storm water retention areas, Common Facilities and Controlled Facilities as referenced in the Declaration of Planned Community for the Frye Farm Estates as recorded with the Recorder of Deeds of Westmoreland County at Instrument No. 202206230022517.

5.3 When roofs must be replaced, as determined by the Homeowners Association, the entire roof for the two, three or four single family attached dwellings as applicable must be done at the same time and will be the responsibility at the cost of the Homeowner's Association through the capital account funded by assessments or special assessments. All windows and sidings must be maintained and/or replaced at the sole cost of the respective single family attached dwelling owner and must conform to the original color.

5.4 Each lot owner shall be responsible for a quarterly assessment fee initially set at \$450.00 which shall cover all expenses for real estate taxes for common areas, entrance signs and surrounding area within the designated easement, lighting for the entrance, upkeep and maintenance for all those activities performed by Homeowners Association or their designated agent under ARTICLE V, 5.2, insurance for the Homeowners Association and all other expenses which were incurred by the Homeowners Association as set forth on the budget proposal each year to also include a capital account. There will also be the right in the Homeowner's Association to enact special assessments, from time to time, as needed to cover the expenses if the amount in the capital account is not sufficient to cover these costs and expenses such as to cover the costs of the roof replacement either as required before the twenty-five (25) years or upon the expiration of the twenty-five (25) years which is set forth above. Each lot owner shall pay his proportionate share of the cost quarterly with a year comprised of a calendar year commencing January 1 and ending December 31. These quarterly payments may be adjusted from time to time depending upon actual or anticipated expenditures. Each lot owner shall be liable and commence payment of the quarterly maintenance fee or such portion thereof as of the date of settlement of their lot purchase. If the payment for the assessment is not made by January 15th, interest shall accrue at 15% per annum until paid in full plus cost of collection and legal fees if any.

5.5 Each lot owner by acceptance of a deed therefore, covenants and agrees to pay to the Homeowners Association this quarterly homesite owners assessment. All such assessments, together with any interest thereon and all costs of collections therefore, shall be a charge on and a lien against the land which each such assessment is made. In the case of a voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for any unpaid assessments and/or charge without regard to the right of the Grantee to recover from the Grantor the amounts paid by the Grantee for such assessments and/or charges. No lot owner may waive or otherwise escape liability for the assessment for reason of non-use or abandonment of his single family attached dwelling. Provided, however the Owner/Developer/Declarant shall not be liable for or be required to pay a quarterly assessment for any single family attached dwellings not yet sold and conveyed by the Owner/Developer/Declarant.

5.6 Every lot purchaser when they close on the purchase of a lot, shall be responsible to pay an initiation fee of \$500.00 to the Homeowners Association at the time of the closing on the lot purchase. The Owner/Developer/Declarant is excluded from this obligation.

5.7 The Homeowners Association shall have all remedies at law or equity as available recourse for the collection of any outstanding liability created hereunder.

5.8 The Homeowners Association shall be governed by the members of the Executive Board and shall at least consist of a President, Vice President, Treasurer, Secretary and Assistant Secretary and Assistant Treasurer if the Executive Board desires to have the position of Assistant Secretary and Assistant Treasurer to be appointed. The undersigned Owner/Developer/Declarant shall have the right to appoint initially all of these members, either prior to or at the latest upon sale of seventy-five (75%) percent of all the Units. Upon appointment, the Homeowners Association shall establish rules, regulations and its own By-laws for the Homeowners Association necessary to carry out the intent and purpose for the maintenance of all entrances and any common areas. These rules, regulations and By-laws are subject to review, modification and approval of the undersigned Owner/Developer/Declarant who shall maintain control of said Homeowners Association until this approval is granted.

5.9 Subordination of the lien to mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due or payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessment thereafter becoming due nor from the lien of any such subsequent assessment.

5.10 Street Lamps, Street Signs and Stop Signs will be located for the purpose of controlling vehicular traffic, for the protection of pedestrian traffic and for the benefit of all Community residents. The care, maintenance and repair of the stop signs and street signs shall be the responsibility of the Homeowner's Association. **THE CARE, MAINTENANCE, REPAIR AND REPLACEMENT OF THE STREET LAMPS SHALL BE THE RESPONSIBILITY OF THE ELECTRIC POWER COMPANY.**

5.11 All roads and streets in the Plan will be dedicated to Unity Township to become public Township roads or streets.

ARTICLE VI

GENERAL PROVISIONS

6.1 The Owner/Developer/Declarant shall organize and file for the incorporation of the Homeowner's Association which shall be a Pennsylvania non-profit corporation which shall be known as Frye Farm Estates Homeowner's Association, Inc. (hereinafter called "Homeowner's Association).

6.2 The initial officers of the Homeowner's Association shall be appointed by the Owner/Developer/Declarant and shall remain in control until that right must be surrendered by the Owner/Developer/Declarant as required by the applicable statutory law of the Commonwealth of Pennsylvania.

6.3 Matters of dispute or disagreement between Homeowner's Association members with respect to interpretation or application of the provisions of this Declaration or the by-laws shall be determined by the Board of Directors of the Homeowner's Association, which determination shall be binding on all Homeowner's Association members.

6.4 The members of the Board and its officers shall not be personally liable to the lot owners or others for any mistake of judgment or for any acts or omissions made in good faith. The lot owners shall indemnify and hold harmless each of the members of the Board of Directors of the Homeowner's Association and each of the Officers against all contractual liability to others arising out of contracts made by them or any of them on behalf of the lot owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

6.5 Any notice required to be sent to any Member or lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as lot owner on the records of the Homeowner's Association at the time of such mailing.

6.6 The real estate comprising the Plan is and shall be held, transferred, sold, conveyed and occupied subject to these covenants and restrictions. All of the covenants, restrictions and other provisions of this Declaration shall continue in full force and effect for a period of twenty-five (25) years from the date hereof and at the expiration of the said twenty-five (25) year period, they shall automatically renew for successive periods of twenty-five (25) years unless and until affirmative action is taken by two-thirds of the lot owners in the Community in order to amend, revise, revoke or repeal any or all of the covenants, restrictions or other provisions contained herein. The affirmative action referred to herein shall consist of a petition, setting forth in reasonable detail the nature of the revision, revocation or repeal, which must be signed by two-thirds of the lot owners in the Community, and each lot owner's signature contained on the petition shall be required to be acknowledged before a notary public (or other officer authorized to administer oaths), and the petition shall thereafter be forthwith recorded in the Recorder of Deeds Office of Westmoreland County, Pennsylvania, and copy of said recorded petition shall be forthwith sent by United States mail (postage prepaid) to each of the then lot owners in the Community.

For the purpose of determining whether two-thirds of the lot owners have taken the requisite affirmative action in order to revise or amend these covenants and restrictions the following rules shall apply:

(a) A husband and wife owning a lot as tenants by the entirety shall be considered to be one lot owner, and both of their signatures shall be required on the petition in order to be counted as being in favor of any amendments or changes.

(b) Persons owning any lot as tenants in common shall be considered as one lot owner, and all of their signatures shall be required on the petition in order to be counted as being in favor of any amendments or changes.

(c) Persons owning any lots as joint tenants with the right of survivorship shall be considered as one lot owner, and all of their signatures shall be required on the petition in order to be counted as being in favor of any amendment or change.

6.7 Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and file liens for all delinquent assessments, and against the land to enforce any lien created by these covenants, and failure by the Owner/Developer/Declarant; Homeowner's Association or any lot owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense, including a reasonable attorney's fee and court costs, of enforcement of these covenants shall be a charge against the lot owner subject to any action at law or in equity and the same shall be an element of the damages awarded in any such action.

6.7.1 In the event the Owner/Developer/Declarant, Homeowner's Association or any individual property owner fails, refuses or otherwise neglects to maintain in good working order and condition, any storm water detention ponds, water and/or storm water retention areas, Common Facilities and/or any Controlled Facilities referenced above, then the Board of Supervisors of Unity Township shall be and is hereby granted a permanent easement and/or right of way, through, in, over and across the aforesaid areas, together with a right of reasonable access, ingress and egress across any property within the Frye Farm Estates Plan, and, at their sole discretion, may, but are not required to, enter upon the area of any storm water detention ponds, water and/or storm water retention areas, Common Facilities and/or any Controlled Facilities referenced above, to repair, replace, reconstruct, maintain or otherwise return such facilities to good working order and condition. In the event the Township chooses to do so, the Township shall be entitled to assess all costs and expenses it incurs in the aforesaid process against the Owner/Developer/Declarant (only up to that date and time when the Common Facilities and/or Controlled Facilities were conveyed by the Owner/Developer/Declarant to the Homeowner's Association by Deed as established by the date and time of recording), Homeowner's Association and/or any other individual property owner in the Frye Farm Estates Planned Community. Upon the failure of the Homeowner's Association or any individual to pay such assessment when due, the Township may collect such assessment through the initiation of any action, at law or in equity, including, but not limited to, the filing and prosecution of a municipal claim against the non-paying individual or entity's property. In addition to the amount of the assessment, the

Township shall also be entitled to recover all counsel fees, costs and expenses incurred in the collection process.

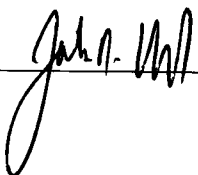
It is understood that the Township’s approval of the Frye Farm Estates Plan of Lots is premised on an agreement that all storm water detention ponds, water and/or storm water retention areas, Common Facilities and/or any Controlled Facilities referenced above are to be conveyed by the Developer/Declarant to a Homeowner’s Association, created by the Declarant and comprised of individual property owners within the Plan, for their continuing operation, upkeep and maintenance. Accordingly, in addition to the foregoing, the Township may also initiate an action in equity against any individual property owner, the Developer, the Declarant or the Homeowner’s Association to compel the conveyance and/or acceptance of any storm water detention ponds, water and/or storm water retention areas, Common Facilities or any Controlled Facilities referenced above, or to compel the upkeep, repair and/or maintenance of same at the sole cost and expense of the Individual property owners, the Developer, Declarant or Homeowner’s Association. In the event the Township initiates such action, it shall be entitled to recover all counsel fees, costs and expenses incurred in the filing and/or prosecution of that action. It is the intent of these covenants that the remedies afforded to the Township shall be cumulative. Provided, however, once the Developer or Declarant has conveyed the storm water detention ponds, water and/or storm water retention areas, Common Facilities or any Controlled Facilities referenced above to the Homeowner’s Association by recorded Deed, the Developer and Declarant are released from any further obligation or duty regarding the upkeep, repair and/or maintenance of same so that the Township may only initiate such action against the Homeowner’s Association or the individual property owners.

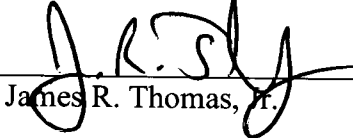
6.8 Invalidation of any one or more of these covenants and restrictions, by a final judgment entered by a Court of competent jurisdiction, shall have no effect upon the other provisions hereof, which shall remain in full force and effect.

6.9 These Covenants shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Westmoreland County, Pennsylvania.

IN WITNESS WHEREOF, **JAMES R. THOMAS, JR. d/b/a JIM THOMAS CONSTRUCTION CO.**, a sole proprietorship Owner/Developer/Declarant of **FRYE FARM ESTATES**, has caused these presents to be duly executed by his seal on the 23rd day of June, 2022.

WITNESS:

_____ 

By: _____ 
James R. Thomas, Jr.

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.

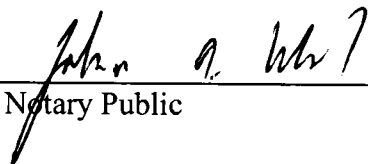
Exhibit "A"

d/b/a Jim Thomas Construction Co.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WESTMORELAND)

On this, the 23rd day of June, 2022, before me, a Notary Public, the undersigned officer, personally appeared **James R. Thomas, Jr.**, d/b/a Jim Thomas Construction Co., a sole proprietorship being the Owner/Developer/Declarant known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:

