

Developer's Agreement

This Agreement is made this 5th day of December 2017 by and between Garden View Estates of Center Township Homeowners Association, Inc., with its office located at 110 Patton Drive, Aliquippa, Pennsylvania 15001, hereinafter called "Association."

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FDR Development, LLC, with its office located at 113 Stone Quarry Road, Aliquippa, PA 15001, hereinafter called "Developer."

WHEREAS, a Planned Residential Community known as the Garden View Estates of Center Township Planned Residential Development, the "Development", was created in 2002 as a planned residential community with a variety of residential buildings and green spaces and common facilities such as roads and walkways and a community building; and

WHEREAS, the Development proceeded with uniform property and architectural standards pursuant to a Declaration of Covenants, Conditions, and Restrictions for the Garden View Estates of Center Township's Planned Residential Development document dated August 13, 2002 which document was recorded on November 12, 2002, in the Office of the Recorder of Deeds of Beaver County at Instrument No. 3145683 and which document was subsequently Amended by a First Amendment bearing no date but which was recorded in the Office of the Recorder of Deeds of Beaver County at Instrument No. 3310154 on October 18, 2007; and

WHEREAS, at least eighty (80) percent of all the living units of this Development were completed prior to 2009 whereupon Architectural control of the Development was delegated as set forth in the aforesaid Document to the Architectural Control Committee; and

WHEREAS, the economic recession of late 2008 and 2009 and 2010 made it impossible for the original developer to complete the Development, leaving 21 lots vacant and undeveloped, seven (7) of which were subsequently sold; and

WHEREAS, the Developer's Bank, First National Bank (FNB) (successor by merger to Parkval Savings Banks) took back two (2) deeds in lieu of foreclosure from the original developer, TDS Group of Center Township Development Company, covering the remaining fourteen (14) lots in the Garden View Estates Plan, which deeds are recorded in the Office of the Recorder of Deeds of Beaver County at Instrument Nos. 3360465 and 3360464 bearing dates of December 28, 2009; and

WHEREAS, by deed dated August 17, 2017 First National Bank (FNB), did grant and convey the remaining fourteen (14) lots in the Garden View Estates of Center Township's Plan to FDR Development LLC (Developer) by deed dated August 15, 2017 and recorded in the Office of the Recorder of Deeds of Beaver County at Instrument No. 3556346; and

WHEREAS developer plans to develop the remaining fourteen (14) lots; and

WHEREAS the Association desires to enter into an Agreement with Developer so as to: (1) ensure that the Declaration of Covenants, Conditions, and Restrictions for the Garden View Estates of Center Township's Planned Residential Development, including the existing architectural standards and esthetics of the plan are adhered to by the Developer; (2) that the same type of sanitary sewer grinder pumps as are currently installed in the plan are installed in the new construction and for a period of time maintained by the Developer until taken over by the Association; (3) that concrete sidewalks are installed in front of the lots developed and or sold for development by the Developer are of the same size, width, and depth as are currently existing in front of the majority of the existing developed lots in the plan; and (4) that a double concrete driveway to service the buildings on Lots No. 207, 208, 209 and 210 be installed to certain standards and maintained for a period of time by Developer; (5) provide for the

maintenance of the undeveloped lots and the payment of the Association fees only after the lot is developed.

NOW WITNESS THAT IN CONSIDERATION of the mutual covenants hereinafter set forth, the parties hereto agree as follows; to wit:

1. The recitals set forth above are incorporated herein by reference thereto as though they were fully set forth at length herein.
2. Developer agrees to be bound by all the provisions of the original and amended and restated Declaration of Covenants, Conditions and Restrictions for Garden View Estates of Center Township's Planned Residential Development (Development) including the provisions of Article VI thereto it being the desire and intent of the Association that the residential dwellings to be constructed on the remaining 14 lots be of the same style, type, color and quality of materials as the existing dwellings, including, the brick, siding, exterior light fixtures, shingles, concrete driveways, doors, windows and garage doors.
3. The sanitary sewer grinder pumps to service the new units on the remaining lots shall be those as manufactured by E/One, models DH071 or DR07, and installed in accordance with the manufacturer's standards and specifications. As built drawings for the grinder pumps and the force main(s) connecting to the existing sanitary sewer system of the Development shall be provided by Developer to the Association upon installation together with all of the manufacturer's warranties for the grinder pumps and controls.
4. Construction regarding grinder pumps, force mains, sidewalks and the one double driveway which shall become the property of the Association shall be covered by both a performance bond and an eighteen (18) month maintenance bond provided by the Developer to the Association to cover the proper installation and, functioning and maintenance of these common elements. The performance bond shall be to the benefit of the Association to guarantee the proper selection of materials and the construction and installation of the grinder pump sewer system and sidewalks and shall be in the amount of one-hundred percent (100%) of the cost of the equipment, materials, and installation. The performance bond shall be delivered to the Association at the time that the Association approves the construction plans. The maintenance

bond shall be delivered to the Association at the time the building is ready for occupancy. The maintenance bond to the Association shall be in the amount of fifteen percent (15%) of the cost of the apparatus or cost of construction and installation which the case may be. At the end of the eighteen-month period of maintenance of these common elements and apparatus shall become the said responsibility of the Association.

5. The Developer shall strive to develop an average of four to five (4-5) lots per year. All vacant lots shall be kept cut by the developer to a vegetation height of no greater than four (4) inches. All vacant lots shall be kept free of rubbish, litter, and debris by the Developer.

6. The Developer shall not be charged a monthly fee by the Association for the lots it owns until such time as its Certificate of Occupancy is issued, at which point the full assessment of Association fees will continue to be paid by the property owner to the Association. All services of the Association to the property will also commence at the time a Certificate of Occupancy is issued.

7. In addition to the approvals of the Association as set forth in the Declaration Covenants, Conditions and Restrictions, as amended and reinstated, all building plans and construction proposed for each individual lot shall be approved by Center Township and the Center Township Water and Sanitary Authorities and the Architectural Committee of the Association prior to and during constructing of the residential dwellings, and appurtenant facilities such as grinder pumps, force mains, and concrete sidewalks and driveways.

8. Developer agrees that construction work done on the lots shall not commence prior to 7:00 AM and shall cease prior to 7:00 PM prevailing Eastern Time. The Developer and any of its contractors and subcontractors shall keep the streets and sidewalks within the Development free of mud, dirt, and debris which may collect thereon during the course of construction. During the late fall, winter and early spring, Developer agrees to gravel the construction site driveways to limit mud and dirt from collecting in the streets, where possible.

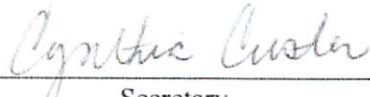
9. Any violations of the terms and provisions of this Agreement shall be enforced by legal or equitable action in the Court of Common Pleas of Beaver County, Pennsylvania.

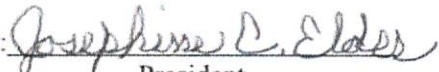
10. This agreement may be amended by the mutual writers, consent of the parties hereto. It shall be constructed in accordance with the Law of the Commonwealth of Pennsylvania, and is executed in four (4) original counterparts.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have set the hand and seal of their duly authorized representative the day and year first above written.

ATTEST:

GARDEN VIEW ESTATES OF
CENTER TOWNSHIP
HOMEOWNERS ASSOCIATION,
INC.

By: 
Secretary

By: 
President

ATTEST:

FDR DEVELOPMENT, LLC.

By: 

By: 