



60 2017 00035217

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

Instrument Number: 2017-35217

BK-DE VL-17010 PG-153

Recorded On: November 09, 2017 As-Deed Agreement

Parties: VILLAGE PINE MASTER ASN

To VILLAGE PINE PHASE 6 ASN

# of Pages: 8

Comment:

\*\*\*\*\* 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	EXEMPT
Value	

Certified On/By-> 11-09-2017 / Belinda Gibbs
NOT A DEED OF TRANSFER

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

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

**File Information:**

**Record and Return To:**

Document Number: 2017-35217  
 Receipt Number: 3335098  
 Recorded Date/Time: November 09, 2017 02:19:34P  
 Book-Vol/Pg: BK-DE VL-17010 PG-153  
 User / Station: T Greil - Cash Super 05

GIGLIOTTI HOLDINGS LP  
 11279 PERRY HWY STE 509  
 WEXFORD PA 15090



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

MAIL TO: GIGLIOTTI HOLDINGS, LP  
11279 PERKY HIGHWAY, SUITE 209  
WEXFORD, PA 15090

7

301767 DRE Certified  
09-Nov-2017 02:12PM Int By: Belinda Gibbs

**AGREEMENT**

This AGREEMENT (the "Agreement") is made as of this 9<sup>th</sup> day of NOVEMBER, 2017, by and between the VILLAGE OF PINE MASTER ASSOCIATION, a Pennsylvania nonprofit corporation ("VOP Master HOA"), and the VILLAGE OF PINE PHASE 6 ASSOCIATION, a Pennsylvania nonprofit corporation ("VOP Phase 6 HOA").

**WITNESSETH:**

**WHEREAS**, VOP Master HOA and VOP Phase 6 HOA are two homeowners' associations that have been created with respect to a residential development known as the Village at Pine ("Village at Pine") located in Pine Township, Allegheny County, Pennsylvania; and

**WHEREAS**, VOP Master HOA and VOP Phase 6 HOA desire to share certain costs related to the management, use, maintenance and repair of certain Common Elements located within the Village at Pine as set forth herein; and

**WHEREAS**, VOP Master HOA and VOP Phase 6 HOA desire to grant to each other (and to the Unit Owners and lawful residents of each association) access to the Common Elements located within the Village at Pine and maintained by the VOP Master HOA as set forth herein; and

**WHEREAS**, VOP Master HOA and VOP Phase 6 HOA desire to have the VOP Master Association, with the input, cooperation and consent of VOP Phase 6 HOA, be responsible for the management, use, maintenance and repair of the Common Elements located within the Village at Pine as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements and covenants provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I**  
**DEFINED TERMS**

1.1 **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to them in this Article I, unless the context requires otherwise.

(A) **"Joint Costs"** means the following costs with regard to the Common Elements: (i) all costs of utilities, including without limitation, electric and water; (ii) all real estate, personal property, sales, use and other taxes or assessments, general or special, now or hereafter imposed by any federal, state or local government on the Common Elements or on the ownership, possession or use of the Common Elements; (iii) the premium for all property insurance and commercial general liability insurance on the Common Elements; (iv) all bills for labor done or material or equipment supplied for any construction or repair work done on the Common Elements; (v) the cost of repair and maintenance of the Common Elements.

landscaping, snow removal of common area sidewalks, grounds maintenance and street light operations; and (vi) any other items required to be paid for the use and enjoyment of the Common Elements, including without limitation legal/accounting fees, management service fees, and administrative fees.

(B) **"Common Elements "** means collectively any of the following now located or subsequently located within the Village at Pine, Phase 3 through 6 Plans, and maintained or to be maintained by the VOP Master Association: (i) entrance monuments; (ii) common area sidewalks; (iii) all street lights and fixtures; (iv) all fields and open space, and all improvements and landscaping in such areas, dedicated to recreation; (v) any walking trails; (vi) all storm water improvements; and (vii) any other real and personal property located within the Village at Pine to be maintained by the VOP Master HOA for the common use and enjoyment of the members of the VOP Master HOA and/or VOP Phase 6 HOA.

(C) **"Unit"** means each individual residence constructed or to be constructed and made part of either the VOP Master HOA or the VOP Phase 6 HOA.

(i) **"VOP Master Units"** means the total number of Units in the VOP Master HOA.

(ii) **"VOP Phase 6 Units"** means the total number of Units in the VOP Phase 6 HOA.

(iii) **"Total Units"** means the total number of Units constructed or to be constructed in and made part of the VOP Master HOA and the VOP Phase 6 HOA.

**ARTICLE II**  
**ALLOCATION OF COSTS; MAINTENANCE OF COMMON ELEMENTS**

2.1. **Joint Costs.** VOP Master HOA and VOP Phase 6 HOA each agree to pay their portion of the Joint Costs as set forth below:

(A) **VOP Master HOA Share.** VOP Master HOA shall be responsible for the portion of the Joint Costs, represented as a percentage rounded to the nearest one-hundredth, determined by dividing the VOP Master Units by the Total Units.

(B) **VOP Phase 6 HOA Share.** VOP Phase 6 HOA shall be responsible for the portion of the Joint Costs, represented as a percentage rounded to the nearest one-hundredth, determined by dividing the VOP Phase 6 Units by the Total Units.

2.2. **Management of Common Elements.**

(A) VOP Master HOA shall, with the input, cooperation, and consent of VOP Phase 6 HOA, which consent shall not be unreasonably withheld, be responsible for the management, use, maintenance and repair of the Common Elements. Periodically VOP Master HOA shall forward to VOP Phase 6 HOA an itemized statement of all expenses paid, including copies of invoices, with respect to the maintenance and repair of the Common

Elements. VOP Phase 6 HOA shall remit payment of the VOP Phase 6 HOA share to VOP Master Association within forty-five (45) days of receipt of such statement.

2.3. **Replacement of Existing Common Elements.** VOP Master HOA and VOP Phase 6 HOA each collect, and shall continue to collect, a Capital Improvement Fee of \$300.00 from Lot Owners upon the sale and resale of Lots, to be used for new capital improvements and replacement of existing Common Elements. VOP Master HOA shall, with the input, cooperation, and consent of VOP Phase 6, which consent shall not be unreasonably withheld, be responsible for new capital improvements and replacement of existing Common Elements. VOP Phase 6 HOA shall provide to VOP Master HOA all Capital Improvement Fees collected by VOP Phase 6 HOA during the term of the Agreement, and VOP Master HOA shall maintain and use such sums, together with VOP Master HOA Capital Improvement Fees, in accordance with the Pennsylvania Uniform Planned Community Act.

2.4. **Insurance.** VOP Master HOA shall cause VOP Phase 6 HOA to be named as an additional insured on the property insurance and the commercial general liability insurance policies maintained by VOP Master HOA with respect to the Common Elements. Upon request, VOP Master HOA shall furnish to VOP Phase 6 HOA certificates of insurance evidencing such insurance coverage.

2.5. **Indemnification.** VOP Master HOA and VOP Phase 6 HOA shall at all times indemnify, protect, defend and hold each other harmless from all actions, claims, demands, losses, costs, damages and all reasonable expenses incurred in investigating or resisting the same for injury or damage to person or property resulting from or arising out of the use of the Joint Improvements, unless caused by the indemnified party's gross negligence or willful misconduct.

### **ARTICLE III** **ACCESS TO COMMON ELEMENTS**

3.1 **Right-of-Way and Easement.** VOP Master HOA grants to VOP Phase 6 HOA, and to the Unit Owners and all lawful residents of the VOP Phase 6 HOA, a non-exclusive perpetual right-of-way and easement to access and use the Common Elements located within the Village at Pine, Phase 3 to 5 Plans. The Unit Owners and all lawful residents of VOP Phase 6 HOA shall be entitled to access and use the Common Elements in common with the Unit Owners and all lawful residents of VOP Master HOA. The VOP Master HOA covenants and agrees to execute and deliver to VOP Phase 6 HOA any and all documentation necessary to evidence VOP Master HOA's grant of such right-of-way and easement to VOP Phase 6 HOA and the Unit Owners and all lawful residents of the VOP Phase 6 HOA.

3.2 **Right-of-Way and Easement.** VOP Phase 6 HOA grants to VOP Master HOA, and to the Unit Owners and all lawful residents of the VOP Master HOA, a non-exclusive perpetual right-of-way and easement to access and use the Common Elements located within the Village at Pine, Phase 6 Plan. The Unit Owners and all lawful residents of VOP Master HOA shall be entitled to access and use the Common Elements in common with the Unit Owners and all lawful residents of VOP Phase 6 HOA. The VOP Phase 6 HOA covenants and agrees to execute and deliver to VOP Master HOA any and all documentation necessary to evidence

VOP Phase 6 HOA's grant of such right-of-way and easement to VOP Master HOA and the Unit Owners and all lawful residents of the VOP Master HOA.

**ARTICLE IV**  
**MISCELLANEOUS PROVISIONS**

4.1 **Entire Agreement.** This Agreement constitutes the entire understanding among the parties pertaining to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, whether express or implied, oral or written, of such parties in connection herewith.

4.2 **Amendment.** This Agreement may only be modified or amended by written agreement executed by the parties hereto.

4.3 **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law provisions.

4.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

4.5 **Severability.** Any provision of this Agreement that is found to be invalid, illegal, or unenforceable in any respect shall be ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability shall not invalidate or in any way affect the validity, legality or enforceability of the remainder of this Agreement or of such provision.

4.6 **Successors and Assigns.** Each and all of the covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.7 **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (A) on the date of service if served personally, (B) three (3) business days after the date of mailing, if mailed by first class mail, registered or certified, postage prepaid and return receipt requested, or (C) one (1) business day after deposit with Federal Express or other overnight courier receipted delivery, and addressed as follows:

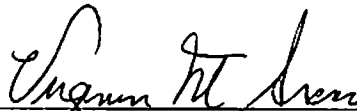
If to VOP MASTER HOA, to: Village of Pine Master Association  
11279 Perry Highway, Suite 509  
Wexford, PA 15090

If to VOP Phase 6 HOA, to: Village of Pine Phase 6 Association  
11279 Perry Highway, Suite 509  
Wexford, PA 15090

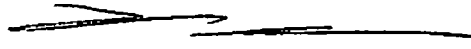
or at such other place as the respective parties may, from time to time, designate in written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on as of the date first written above.

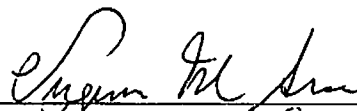
ATTEST

By:   
Name: Virginia M. Sisco  
Title: \_\_\_\_\_

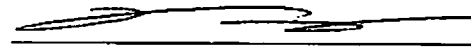
VILLAGE OF PINE  
MASTER ASSOCIATION

By:   
Name: DOMINIC GIGLIOTTI  
Title: PRESIDENT

ATTEST

By:   
Name: Virginia M. Sisco  
Title: \_\_\_\_\_

VILLAGE OF PINE  
PHASE 6 ASSOCIATION

By:   
Name: DOMINIC GIGLIOTTI  
Title: PRESIDENT



