

THE ARBORS HOMEOWNERS ASSOCIATION

Private Planting on Common Property Landscaping Agreement

Directions...Complete and attach a drawing of the planting location, in relation to your as-built plot plan. Return to Grounds Chair and Secretary of Arbors.

This Agreement made this _____ day of _____ by and between: _____, (“the Owner(s)” or the “Homeowner(s)”) of _____ (“the Property”),

AND

the Arbors Homeowners Association (“AHA”), acting through its Board of Directors, with respect to the Arbors Planned Unit Development located on Duncan Avenue in Hampton Township, Allegheny County, Pennsylvania (“the Arbors”).

WHEREAS, the Homeowner(s) have requested permission to install private landscaping enhancements in the Common Open Area of the Arbors property around the utility boxes on the right side of the driveway (“the Landscaping” or the “Landscaping Enhancements”); and

WHEREAS, the Homeowner(s) have agreed that they or their successors in title to the within home/property will be perpetually and solely responsible for the installation, upkeep and maintenance of this Landscaping; and

WHEREAS, the AHA Board is willing to approve the requested personal Landscaping Enhancements subject to certain terms and conditions.

NOW, THEREFORE, the parties hereto agree that the requested Landscaping Enhancements may be installed in the AHA Common Open Area subject to the following conditions:

1. The installation shall be around the existing utility box(es) on the right side of the driveway.
2. The installation, upkeep and maintenance of the Landscaping shall perpetually be the sole responsibility of the Homeowner(s) or future owner(s) of the Property.

3. In the event that the Landscaping is not maintained to the satisfaction of the AHA, the AHA Board of Directors may order its removal.
4. In the event that the Homeowner(s) or future owner(s) of the Property fail to properly maintain or remove the personal Landscaping Enhancements as directed by the AHA Board, the AHA Board may direct that the work be done with all costs associated therewith assessed against the Property Owner(s) of record (including any future Owner(s) owning the Property at the time this work is undertaken).
5. It is expressly agreed that this Agreement will be binding on all future owner(s) of the Property and that it shall be the responsibility of the Owner(s) to notify any purchaser(s) of the Property of the existence and requirements of this Agreement. However, it is further agreed that failure of the current (or subsequent) Homeowner(s) to do so shall not negate the obligation of any subsequent Homeowner to comply with the terms of this private planting Agreement.

IN WITNESS WHEREOF, THE PARTIES AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS MUTUALLY BENEFICIAL AGREEMENT AS WITNESS THE HANDS AND SEALS OF THE PARTIES MADE ON THE DATE REFERENCED ABOVE.

AGREED/WITNESS

HOMEOWNER(S) OF RECORD:

AGREED:

Arbors Homeowners Association Board of Directors

Signature