

## AGREEMENT

This AGREEMENT (the "**Agreement**") is made as of this 16 day of February, 2023, by and between the LESLIE FARMS UNIT OWNERS ASSOCIATION, a Pennsylvania nonprofit corporation ("**Leslie Farms I**"), and the LESLIE FARMS II UNIT OWNERS MASTER ASSOCIATION, a Pennsylvania nonprofit corporation ("**Leslie Farms II**").

### WITNESSETH:

**WHEREAS**, Leslie Farms I and Leslie Farms II are two master homeowners' associations that have been created with respect to a residential development known as Leslie Farms ("Leslie Farms") located in Connoquenessing Borough and Forward Township, Butler County, Pennsylvania; and

**WHEREAS**, Leslie Farms I and Leslie Farms II desire to share certain costs related to the management, use, maintenance and repair of certain Common Elements located within Leslie Farms as set forth herein; and

**WHEREAS**, Leslie Farms I and Leslie Farms II desire to grant to each other (and to the Unit Owners and lawful residents of each association) access to the Common Elements located within Leslie Farms; and

**WHEREAS**, Leslie Farms I and Leslie Farms II desire to have one of the two master homeowners' associations, with the input, cooperation and consent of the other master homeowners' association, be responsible for the management, use, maintenance and repair of the Common Elements located within Leslie Farms 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, including without limitation storm water facility maintenance, walking trail maintenance, landscaping, snow removal of any common area sidewalks, grounds, fields, playgrounds,

courts and recreational facilities 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 "Common Elements" as defined in the Master Declaration of Planned Community for Leslie Farms, as recorded in the Butler County Recorder's Office at Instrument No. 200811030024502, as amended ("Leslie Farms I Declaration"), and as defined in the Master Declaration of Planned Community for Leslie Farms II, as recorded in the Butler County Recorder's Office at Instrument No. 202012020028281, as amended, ("Leslie Farms II Declaration"), now located or subsequently located within Leslie Farms, including property now subject to or subsequently added and made subject to either the Leslie Farms I Declaration or to the Leslie Farms II Declaration, including: (i) entrance monuments; (ii) common area sidewalks; (iii) all street lights and fixtures; (iv) signage; (v) fields and open space, and all improvements and landscaping in such areas, and all playgrounds, courts, and other improvements dedicated to recreation; (vi) all walking trails; (vii) all storm water improvements; and (viii) any other real and personal property located within Leslie Farms to be maintained by Leslie Farms I pursuant to this Agreement for the common use and enjoyment of the members of Leslie Farms I and Leslie Farms II.

(C) "**Unit**" means each individual residence constructed or to be constructed and made part of either Leslie Farms I or Leslie Farms II.

- (i) "**Leslie Farms I Units**" means the total number of Units in Leslie Farms I.
- (ii) "**Leslie Farms II Units**" means the total number of Units in Leslie Farms II.
- (iii) "**Total Units**" means the total number of Units constructed or to be constructed in and made part of Leslie Farms I and Leslie Farms II.

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

2.1. **Joint Costs.** Leslie Farms I and Leslie Farms II each agree to pay their portion of the Joint Costs as set forth below:

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

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

2.2. **Management of Common Elements.** Each year the association with the largest number of Units existing at the time of adoption of the annual budget for the upcoming year

shall be responsible for the management, use, maintenance and repair of the Common Elements during such upcoming year, as follows:

(A) **Leslie Farms I Management Responsibility.** During each year in which the number of Leslie Farms I Units exceeds the number of Leslie Farms II Units as of the date of the adoption of the annual budget for the upcoming year, Leslie Farms I shall, with the input, cooperation, and consent of Leslie Farms II, which consent shall not be unreasonably withheld, be responsible for the management, use, maintenance and repair of the Common Elements for the upcoming year. Periodically Leslie Farms I shall forward to Leslie Farms II an itemized statement of all expenses paid, including copies of invoices, with respect to the maintenance and repair of the Common Elements. Leslie Farms II shall remit payment of the Leslie Farms II share to Leslie Farms I within forty-five (45) days of receipt of such statement.

(B) **Leslie Farms II Management Responsibility.** During each year in which the number of Leslie Farms II Units exceeds the number of Leslie Farms I Units as of the date of the adoption of the annual budget for the upcoming year, Leslie Farms II shall, with the input, cooperation, and consent of Leslie Farms I, which consent shall not be unreasonably withheld, be responsible for the management, use, maintenance and repair of the Common Elements for the balance of that budget year. Periodically Leslie Farms II shall forward to Leslie Farms I an itemized statement of all expenses paid, including copies of invoices, with respect to the maintenance and repair of the Common Elements. Leslie Farms I shall remit payment of the Leslie Farms I share to Leslie Farms II within forty-five (45) days of receipt of such statement.

2.3 **Replacement of Existing Common Elements.** Leslie Farms I and Leslie Farms II each collect, and shall continue to collect, a Capital Improvement Fee equal to  $\frac{1}{4}$  of the annual assessment for each Unit from Unit Owners upon the sale and/or resale of such Unit as set forth in the Declaration, to be used for new capital improvements and replacement of existing Common Elements. The association that has management responsibilities pursuant to section 2.2 above (the “managing association”) shall, with the input, cooperation, and consent of the other association (the “non-managing association”), which consent shall not be unreasonably withheld, be responsible for new capital improvements and replacement of existing Common Elements during the period in which the managing association has management responsibilities. The non-managing association shall provide to the managing association Capital Improvement Fees collected by the non-managing association for its share of such improvements and replacements undertaken during such period, and the managing association shall maintain and use such sums, together with the managing association’s Capital Improvement Fees, for such repairs and improvements in accordance with the Pennsylvania Uniform Planned Community Act.

2.4. **Insurance.** Leslie Farms I and Leslie Farms II shall each cause the other association to be named as an additional insured on the property insurance and the commercial general liability insurance policies maintained by each such association with respect to the Common Elements. Upon request, each association shall furnish to other association certificates of insurance evidencing such insurance coverage. Any insurance shall be treated as a Joint Cost.

2.5. **Indemnification.** Leslie Farms I and Leslie Farms II 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.** Leslie Farms I grants to Leslie Farms II, and to the Unit Owners and all lawful residents of Leslie Farms II, a non-exclusive perpetual right-of-way and easement to access and use the Common Elements located within Leslie Farms PRD Phase 1 Plan as amended. The Unit Owners and all lawful residents of Leslie Farms II shall be entitled to access and use the Common Elements in common with the Unit Owners and all lawful residents of Leslie Farms I. Leslie Farms I covenants and agrees to execute and deliver to Leslie Farms II any and all documentation necessary to evidence Leslie Farms I's grant of such right-of-way and easement to Leslie Farms II and the Unit Owners and all lawful residents of Leslie Farms II.

3.2 **Right-of-Way and Easement.** Leslie Farms II grants to Leslie Farms I, and to the Unit Owners and all lawful residents of Leslie Farms I, a non-exclusive perpetual right-of-way and easement to access and use the Common Elements located or to be located within Leslie Farms Phase II Plan, as amended. The Unit Owners and all lawful residents of Leslie Farms I shall be entitled to access and use the Common Elements in common with the Unit Owners and all lawful residents of Leslie Farms II. Leslie Farms II covenants and agrees to execute and deliver to Leslie Farms I any and all documentation necessary to evidence Leslie Farms II's grant of such right-of-way and easement to Leslie Farms I and the Unit Owners and all lawful residents of Leslie Farms I.

**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 LESLIE FARMS I, to: Leslie Farms Unit Owners Association

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\_\_\_\_\_

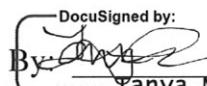
If to Leslie Farms II, to: Leslie Farms II Unit Owners Master Association

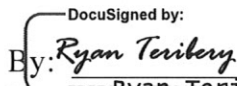
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or at such other place as the respective parties may, from time to time, designate in written notice to the other party.

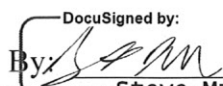
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on as of the date first written above.

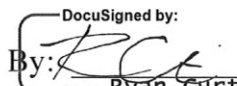
ATTEST

DocuSigned by:  
By:   
Name: Tanya McCallister Lunn  
Title: Secretary

LESLIE FARMS  
UNIT OWNERS ASSOCIATION  
DocuSigned by:  
By:   
Name: Ryan Teribery  
Title: President

ATTEST

DocuSigned by:  
By:   
Name: Steve Millard  
Title: Treasurer

LELISE FARMS II UNIT OWNERS  
MASTER ASSOCIATION  
DocuSigned by:  
By:   
Name: Ryan Teribery  
Title: President



