

ERECTED INTO A TOWNSHIP IN 1733  
**TOWNSHIP OF WORCESTER**  
AT THE CENTER POINT OF MONTGOMERY COUNTY  
PENNSYLVANIA

1721 Valley Forge Road  
P.O. Box 767  
Worcester, PA 19490

Phone (610) 584-1410  
Fax (610) 584-8901

**THIS SECTION COMPLETED ONLY BY TOWNSHIP:**

APPEAL NO. : ZHB 22-06 DATE FILED: 3/31, 20 22

APPLICATION:  BOARD OF SUPERVISORS  
 ZONING HEARING BOARD

1. Date of Application: 3/10/2022

2. Classification of Appeal (Check one or more, if applicable):

- a. Appeal from the Zoning Officer's Determination
- b. Request for Variance
- c. Request for Special Exception
- d. Challenges to the Validity of Zoning Ordinance or Map
- e. Request for Conditional Use Hearing
- f. Request for Amendment to Zoning Map
- g. Request for Zoning Ordinance Amendment
- h. Request for a Curative Amendment
- i. Request for other relief within the Jurisdiction of the Zoning Hearing Board as established in Section 909.1(a) of the Pennsylvania Municipalities Code

3. Applicant:

- a. Name: Michael Owen and Layla Abubshait
- b. Mailing address: 1895 Cassel Rd  
Lansdale, PA 19446
- c. Telephone number: 517-420-3542
- d. State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: Owner of legal title

**Please attach Deed to prove ownership, an Agreement of Sale to prove equitable ownership, or an Affidavit allowing Tenant to apply for necessary relief.**

4. Applicant's attorney, if any:

- a. Name: N/A
- b. Address: N/A
- c. Telephone number: N/A

5. Property Details:

- a. Present Zoning Classification: Residential
- b. Present Land Use: Home
- c. Location (Street Address):  
1895 Cassel Rd, Lansdale, PA 19446
- d. Parcel #: \_\_\_\_\_
- e. Lot Dimensions:
  - (1) Area: 20,361.57 sq ft
  - (2) Frontage: 124 ft
  - (3) Depth: 164.21 ft
- f. Circle all that apply in regards to the above specified property:
  - Public Water
  - Public Sewer
  - Private Well
  - Private Septic
- g. Size, construction, and use of existing improvements; use of land, if unimproved: (Please submit as an attachment)

6. Proposed Use(s):

- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). (Please submit as an attachment)

7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. (Please submit as an attachment)

8. Has any previous appeal been filed concerning the subject matter of this appeal?  
 Yes  No

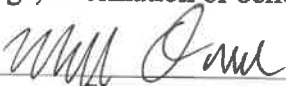

If yes: specify: (Please submit as an attachment)

9. Challenges please list requested issues of fact or interpretation: (Please submit as an attachment)

10. Worcester Township to provide the list of names and addresses of properties situated in the vicinity of the subject property as per Township Code Section 150-224

**CERTIFICATION**

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Signature

Michael Owen  
\_\_\_\_\_  
Printed Name  
Layla Abshari  
\_\_\_\_\_  
Printed Name

COMMONWEALTH OF PENNSYLVANIA:


COUNTY OF Montgomery : SS

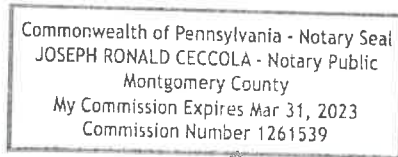
The undersigned, being duly sworn according to law, deposes and says the he/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

  
Applicant

\_\_\_\_\_  
Applicant

Sworn to and subscribed before me this 31 day of March, 2022

  
Notary Public



Date Received: 3/31/22   
Zoning Officer

Michael Owen  
1895 Cassel Rd, Lansdale, PA 19446  
**Phone** 517-420-3542 **Fax** 248-247-1611  
Email mikeowenmd@gmail.com

3/10/2022

**Township of Worcester**

1721 Valley Forge Rd, Worcester, PA 19490

Dear Township of Worcester,

In regards to the Zoning Hearing Board application, Request for Variance:

#3: Applicant, attach Deed to prove ownership. See enclosed Deed copy (#3)

#5 Property Details: See enclosed As-Built plan (#5)

#6: Proposed Use: See enclosed Proposal from Paramount Fencing, Inc

#7: Legal grounds for appeal: Pennsylvania Municipalities Planning Code, Section 910.2.a (enclosed #7A)

#1, Does not apply.

#2, Does not apply.

#3, In obtaining quotes from various fence companies, I inquired with each company if they would assist with obtaining the appropriate fence permits from our Homeowners' Association (HOA) as well as the Township. Later, I was informed from our property management company, Continental Property Management, that we do not need HOA approval for any additions/modifications to our property. See enclosed #7B.

In the email correspondence with Mr. LaPlante on 7/19/2021 - 7/21/2021, I had inquired if there were "any issues getting approval from the Township" for the fence. He replied that "According to my records you have written approval for your fence." He quoted an email written to Colin (the Paramount Fencing representative who provided our proposal) from a "Sandy" which appears to be dated April 9, 2021 however our proposal from Colin wasn't until May 25, 2021. I'm not sure who Sandy is. They certainly are not involved in our fence installation.

I replied to Mr. LaPlante informing him that I do not have approval. I then received a phone call from Colin, during which he apologized and said they would obtain the appropriate permits. He asked for our HOA contact as well as our Township. I emailed him back with the requested information.

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On Thursday, July 22, 2021, Paramount Fence arrived to install the fence in the backyard. They used the surveyor's posts marking the edges of our property as a reference to mark their drilling locations for the fence posts, staying anywhere from 1 to 3 feet away from the property lines. I asked the Paramount Fencing foreman onsite about the applications and he said "We're not worried about approval as we are installing the same fence as your neighbors. We will get approval after the fence is installed."

In conversation with Robert LaPlante of Paramount fencing on 3/14/2022 at 3:13pm, Mr. LaPlante acknowledged that we had requested assistance in obtaining all appropriate permits for the proposed fence installation however Paramount Fencing failed to obtain the permits prior to installation of the fence. Mr. LaPlante agreed to reimburse me the \$850 application fee as they failed to obtain the permits as required by the Township and now I would be going through the Application for Variance process.

#4, I hired Johnson Surveying and Company to survey our property on 5/20/2021 for \$650. I did this to ensure that any fence we had installed would not encroach or impact our neighbor's property in any way. Our neighbors to the northwest (Bill Pocklington) already has a wire fence with wood posts installed on his property which runs parallel to our fence with enough space for walking between. Our neighbor to the northeast (Sam Morgan) also has a fence installed, which also runs parallel to our fence with enough space to walk between. Our neighbor to the southwest (Deval Navapara) does not have a fence yet installed on his property but has confirmed that he is aware it was not installed per Township code, and he has no issues with the location of the installed fence. All three of my neighbors have confirmed that they are aware that the fence was not installed per Township code and have no issues with the fence's current location.

#5, The fence was installed completed on my property as marked by Johnson Surveying and will have minimal to no impact on surrounding properties. If the fence is to be moved, it would place a significant financial burden on myself and my family.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Owen". The signature is written in a cursive, flowing style.

**Michael Owen**

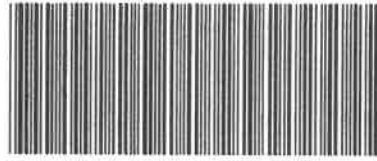
# 3



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

One Montgomery Plaza  
Swede and Airy Streets ~ Suite 303  
P.O. Box 311 ~ Norristown, PA 19404  
Office: (610) 278-3289 ~ Fax: (610) 278-3869

**DEED BK 6238 PG 01364 to 01368**  
INSTRUMENT # : 2021090877  
RECORDED DATE: 08/03/2021 01:44:36 PM



5980066-0021U

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 5

**Document Type:** Deed  
**Document Date:** 05/07/2021  
**Reference Info:**

**Transaction #:** 6381377 - 2 Doc(s)  
**Document Page Count:** 4  
**Operator Id:** JSorg

**RETURN TO: (Simplifile)**  
Closing Edge, LLC  
1126 Horsham Rd Ste 100  
Ambler, PA 19002-1178  
(215) 358-2200

**PAID BY:**  
CLOSING EDGE LLC

**\* PROPERTY DATA:**

**Parcel ID #:** 67-00-02648-23-6  
**Address:** 1895 CASSEL RD

PA  
**Municipality:** Worcester Township (100%)  
**School District:** Methacton

**\* ASSOCIATED DOCUMENT(S):**

**CONSIDERATION/SECURED AMT:** \$880,000.00  
**TAXABLE AMOUNT:** \$880,000.00

DEED BK 6238 PG 01364 to 01368  
Recorded Date: 08/03/2021 01:44:36 PM

**FEES / TAXES:**

Recording Fee:Deed \$86.75  
State RTT \$8,800.00  
Worcester Township RTT \$4,400.00  
Methacton School District RTT \$4,400.00  
**Total:** \$17,686.75

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



**Jeanne Sorg**  
Recorder of Deeds

Rev1 2016-01-29

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

**NOTE: If document data differs from cover sheet, document data always supersedes.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION**

**Prepared by and Return to:**

Closing Edge, LLC  
1126 Horsham Road, Suite 100  
Ambler, PA 19002

File No. CE-21-2041

Parcel No 67-00-02648-23-6

This Indenture, made the 17<sup>th</sup> day of May, 2021

Between

**CE - 21 - 2041**

**Michael D. Bluestein and Mary Blustein, husband and wife**

(hereinafter called the Grantors), of the one part, and

**Michael R. Owen and Layla Abubshait ., HUSBAND AND WIFE**

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of **EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 (\$880,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees as

Tenants By the Entirety

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Worcester, County of Montgomery and Commonwealth of Pennsylvania, described according to a Plan of Subdivision "The Preserve at Worcester", made for Toll PA, L.P., by Woodrow and Associates, Inc., Municipal/Civil Consulting Engineers, dated 4/1/2006 and last revised 1/17/2014 and recorded in Plan Book 40 pages 335-337, bounded and described as follows:

BEING known as Lot No. 22.

Being the same premises which Toll Pa, LP by Deed dated 7/12/2017 and recorded 7/13/2017 in Montgomery County in Deed Book 6052 Page 2242 conveyed unto Michael D. Bluestein and Mary Bluestein, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

[Signature]  
\_\_\_\_\_

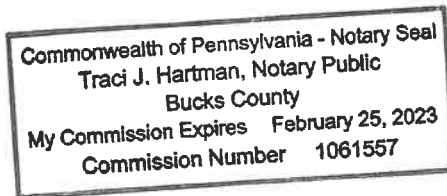
Michael D. Bluestein  
Michael D. Bluestein  
Mary Blustein  
Mary Blustein

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Montgomery

On this, the 7 day of May 2021, before me Traci J. Hartman Closing Agent/Notary, the undersigned officer, personally appeared Michael D. Bluestein and Mary Blustein, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.


[Signature]  
Signature  
NOTARY  
Title of Office





The precise residence and the complete post office address of the above-named Grantees is:

1895 Cassel Road  
Lansdale, PA 19446

  
On behalf of the Grantees

# Deed

Parcel No 67-00-02648-23-6

Michael D. Bluestein and Mary Blustein

TO

Michael R. Owen and Layla Abubshait

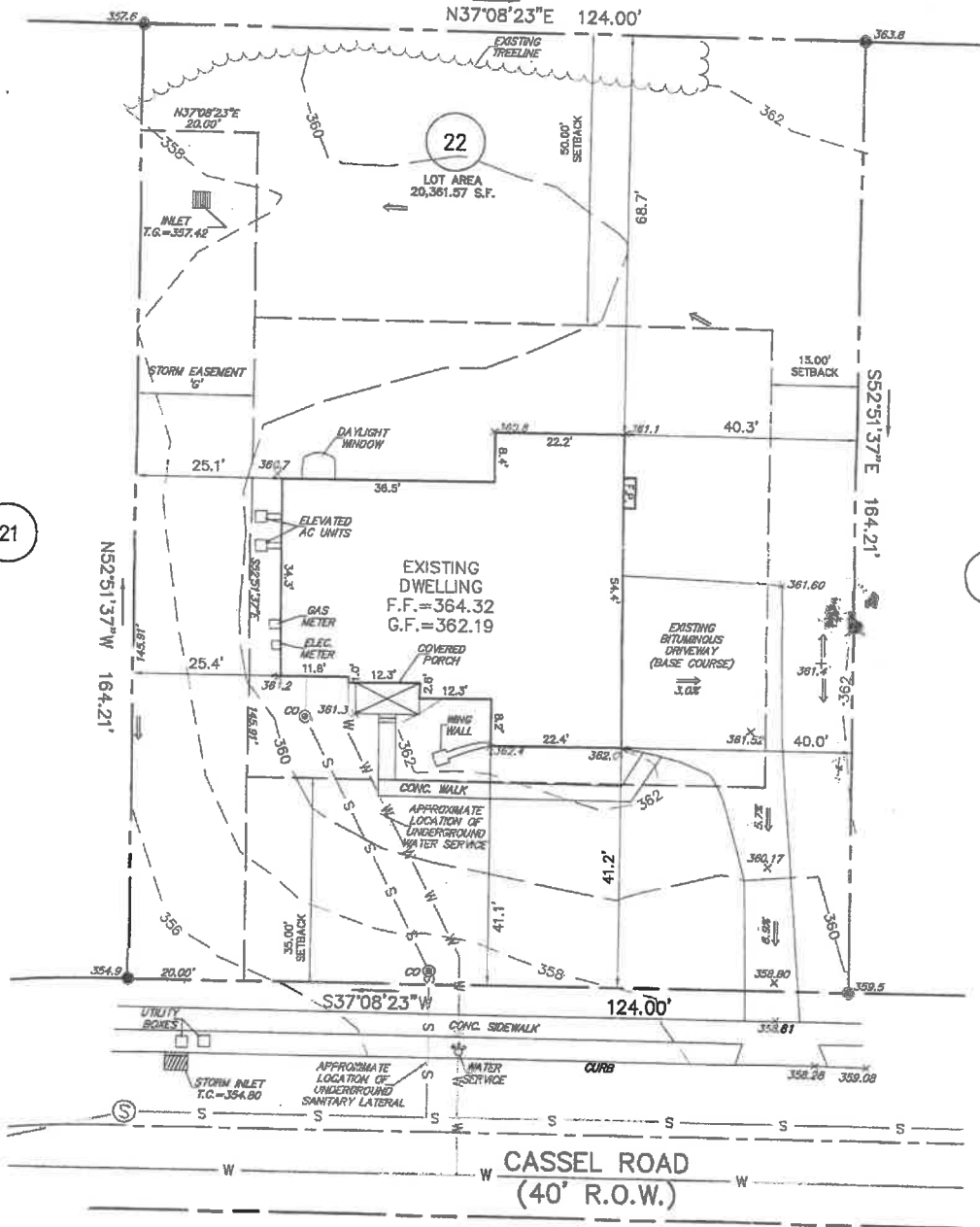
Closing Edge, LLC  
1126 Horsham Road, Suite 100  
Ambler, PA 19002

#5

**LOADING REQUIREMENTS**

REQUIRED	PROVIDED
8,000 SF	20,361.57 SF
10 FT	124 FT
15 FT	35 FT
0 FT MIN/25 FT AGG.	10 FT MIN/25 FT AGG.
10 FT	40 FT
10 FT	N/A FT
REQUIRED	PROVIDED
15 FT/ 2.5 STORIES	28 FT/ 2.5 STORIES
15%	19.8%

Lands now or formerly of  
WILLIAM L. & DEBORAH POCKLINGTON  
BL. 22 UNIT 10  
D.B. 5213 Pg. 748



21

23



#6

# PROPOSAL



Paramount Fencing Inc.

351 Chestnut St. #2

Collegeville PA 19426

(484) 975-3180

[info@paramount-fencing.com](mailto:info@paramount-fencing.com)

<http://www.paramount-fencing.com>

HIC#: PA122506

PROPOSAL SUBMITTED TO: <b>Michael Owen</b>		PHONE <b>517-420-3542</b>	DATE: <b>5/25/2021</b>
STREET ADDRESS: <b>1895 Cassel Road</b>		JOB NAME <b>PPA6910</b>	JOB PHONE:
CITY, STATE, and ZIP <b>Lansdale, PA 19446</b>		JOB LOCATION	
SURVEYOR: <b>C. Gallagher</b>	DATE OF PLANS: Approx. 9-10 wks from agreement	EMAIL ADDRESS: <a href="mailto:mikeowenmd@gmail.com">mikeowenmd@gmail.com</a>	

## Proposal Option #1

Supply and install approx. 344' of Eastern aluminum fencing style EO54202-BK with (1) 4' wide gate and (1) 10' wide double drive gate.

Crafted from high quality aluminum, Maintenance-free design means no painting or staining. made in the finest fabrication and finishing facilities, lifetime warranty.

Posts: 2" x 2" x 0.060" wall - 6' max spacing (Minimum 40LB of concrete)

Gate Posts: 2.5" x 2.5" x .125" wall (Minimum of 80LB of concrete)

Rails Top Wall: 1" x .055" wall

Rails Side Wall: 1" x .082" wall

Pickets: 5/8" sq. x .050" wall

Picket Spacing: 3-15/16"

**NOTE: Customer Responsible for Permits, Property Lines, Private Underground Utilities**

**We Propose** hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

**EO54202** dollars (\$) 11,500.00 )



Eastern Fence 54" tall EO54202-BK

# PROPOSAL

Paramount Fencing Inc.

**We Agree** hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:  
PROPOSAL OPTION SELECTED IF APPLICABLE: \_\_\_\_\_ dollars (\$) \_\_\_\_\_ )  
Payment to be made as follows: \_\_\_\_\_

50% due at agreement. 50% due upon completion:

All material is to be as specified. All work to be completed in a manner according to standard practices. Any alterations or deviations from the involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and any other necessary insurance. Our workers are fully covered by workers compensation insurance. Installation covered by 5 year warranty.

Authorized  
Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn  
by us if not accepted within \_\_\_\_\_ days

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

## EO RESIDENTIAL FENCE WARRANTY



### LIMITED LIFETIME WARRANTY

Eastern Ornamental Aluminum® fence is warranted against the specified defects in material and workmanship occurring as a direct result of the manufacturing process, under normal use and service, during the period of time stated and subject to the terms and conditions of this warranty.

Eastern Ornamental Aluminum® finish is warranted against manufacturing defects in material workmanship that result in rusting, blistering, peeling, flaking and abnormal weathering and discoloration.

Any claims for defects under this limited warranty must be made to Eastern Wholesale Fence LLC®, 266 Middle Island Road, Medford, NY 11763 promptly after discovery of the claimed defect, describing the defect claimed, together with the proof of purchase and nature of claim (including photos). A reasonable time should be allowed for inspection purposes. If, after inspection, the manufacturer determines that the claim is in accordance with the terms of limited warranty, then the manufacturer agrees as its option to replace the section or part of the product in the geographical area, whichever shall be less. Labor, installation and any similar costs are excluded herein and shall not be paid by the manufacturer.

Eastern® does not warrant installation or defects caused by installation. This limited warranty is void if any of the following occurs: (a) improper application techniques; (b) misuse, neglect or improper storage; (c) altering or changing the product by use of applied heat, welding, solvents, epoxies or any other alterations beyond the manufacturer's control; (d) impact of objects, fire, flood, hurricane, tornado, wind storms, casualty, or "Acts of God"; (e) adverse effects of air pollution, mold and normal weathering of surfaces.

Eastern® does not recommend or approve this product for all possible end use applications. The appropriate local code authority should be consulted as to its safety and applicability for intended usage. This limited warranty shall be for the benefit of the original purchaser-property owner only and shall not be transferable.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY Eastern Wholesale Fence LLC®, IN LIEU OF ALL OTHER WARRANTIES, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF Eastern Wholesale Fence LLC® AND THE PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. Eastern Wholesale Fence LLC® SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE FENCE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

# 7 A

- (6) Appeals from the determination of the zoning officer or the municipal engineer in the administration of any land use ordinance or provisions thereof with reference to sedimentation and erosion control and storm water management insofar as the same relate to application for land development under Articles V and VII. Where such determination relates only to development not involving an Article V or VII application, the appeal from such determination of the zoning officer or the municipal engineer shall be to the zoning hearing board pursuant to subsection (a)(9). Where the applicable land use ordinance vests jurisdiction for final administration of subdivision and land development applications in the planning agency, all appeals from determinations under this paragraph shall be to the planning agency and all appeals from the decision of the planning agency shall be to court.
- (7) Applications for a special encroachment permit pursuant to section 405 and applications for a permit pursuant to section 406.

**Section 910. Board Functions: Challenge to the Validity of any Ordinance or Map.** (910 repealed Dec. 21, 1988, P.L.1329, No.170)

**Section 910.1. Applicability of Judicial Remedies.** Nothing contained in this article shall be construed to deny the appellant the right to proceed directly to court where appropriate, pursuant to the Pennsylvania Rules of Civil Procedure No. 1091 (relating to action in mandamus).

**Section 910.2. Zoning Hearing Board's Functions; Variances.**

(a) The board shall hear requests for variances where it is alleged that the provisions of the zoning ordinance inflict unnecessary hardship upon the applicant. The board may by rule prescribe the form of application and may require preliminary application to the zoning officer. The board may grant a variance, provided that all of the following findings are made where relevant in a given case:

- (1) That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.
- (2) That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- (3) That such unnecessary hardship has not been created by the appellant.
- (4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.
- (5) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

(b) In granting any variance, the board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of this act and the zoning ordinance.

**Section 912. Board's Functions: Variances.** (912 repealed Dec. 21, 1988, P.L.1329, No.170)

**Section 912.1. Zoning Hearing Board's Functions; Special Exception.** Where the governing body, in the zoning ordinance, has stated special exceptions to be granted or denied by the board pursuant to express standards and criteria, the board shall hear and decide requests for such special exceptions in accordance with

#7B

**P R E S E R V E**

AT WORCESTER

MNGR COPY

May 31, 2018

Dear Preserve at Worcester Homeowners,

Earlier this year, the Association conducted a homeowner vote in an effort to correct the error made by Toll Brothers in drafting the Association's governing documents by including a Sunset Provision, which caused the Association's architectural control of the community to lapse upon the sale of the last original unit.

In order to pass, 27 owners needed to vote in favor of the amendment. Unfortunately, the Association only received votes from 23 out of 39 homeowners, with 12 voting in favor of and 11 voting against amendment. As a result, the vote did not pass and the Association has no architectural control over exterior modifications by owners. This means that the Association cannot generally regulate exterior modifications that owners may make for their homes and land.

However, despite the Sunset Provision and the failed vote, the Association still retains authority to regulate certain aspects of the community as provided in the various Use Restrictions contained in Article XVI of the Declaration. We strongly recommend that all homeowners consult this section of the Declaration. Please understand that the Sunset Provision and failed vote have no affect on most of these Use Restrictions, which include among other things, an obligation by owners to keep their properties in good maintenance and repair, and a prohibition against engaging in activities which create a nuisance to others in the community. Additionally, owners are still required to comply with township permitting and zoning requirements with respect to any changes they wish to make on their property.

The Association Board of Directors has engaged counsel to advise the Board on the precise effect of the Sunset Provision and failed vote, in order to promulgate a set of Rules & Regulations to govern the community in accordance with the governing documents (Declaration & By-Laws). To that end, the Association will be soon publishing a set of Rules & Regulations to provide guidance for homeowners and a mechanism for enforcement of these Rules & Regulations. Please understand that pursuant to the authority provided in the Declaration, your elected Board has the authority to implement Rules & Regulations for this purpose, without obtaining a vote of homeowners and intends to do so. The Rules & Regulations are simply intended to promote the best interests of the entire community, including maintaining property values and curb appeal.

As a result of the failed vote, owners are not required to submit requests or obtain approval for any exterior modifications to their home or land. Therefore, should you wish to make any exterior modifications, please be sure to follow all township requirements as to zoning and permitting, and please provide the Association with a copy of any permits obtained for informational purposes only.

Please be advised that in March of this year, we were assigned a new property manager with Continental Property Management, Michael Klein. Please feel free to contact Michael regarding any questions or concerns, either by phone at 215-343-1550 or by email at [m.klein@cpm975.com](mailto:m.klein@cpm975.com). All communications concerning Association matters should be made directly through property management.

We know this communication has been long overdue and promise that the Rules & Regulations will be coming very soon, as our community and Association continue to make progress and grow.

Sincerely,

Board of Directors  
PRESERVE AT WORCESTER COMMUNITY ASSOCIATION

MK/kl

975 Easton Road, Suite 102, Warrington, PA 18976 215-343-1550

**Re: Completed: You're copied on "PPA6910\_1895 Cassel Rd\_Final Agreement"**

9 messages

**Robert LaPlante** <robert@paramount-fencing.com>

Mon, Jul 19, 2021 at 6:52 PM

To: Hayley Tremblay <hayley@paramount-fencing.com>

Cc: Michael Owen <mikeowenmd@gmail.com>, Colin Gallagher <coling@paramount-fencing.com>

Michael,

Your material will be delivered tomorrow and your installation scheduled for Wednesday. In addition to your fencing a Lowes concrete delivery will be there tomorrow as well. Please contact me if you have any questions at 484-975-3180.

Thank you,

Robert

On Wed, May 26, 2021 at 1:36 PM Hayley Tremblay <adobesign@adobesign.com> wrote:



Hayley Tremblay cc'd you on  
**PPA6910\_1895 Cassel Rd\_Final Agreement**

[Open agreement](#)

Attached is the final agreement between:

- Hayley Tremblay
- Michael Owen

You can also **open it online** to review its activity history.

Hayley Tremblay had previously added you to this agreement for your information only.





To ensure that you continue receiving our emails, please add [adobesign@adobesign.com](mailto:adobesign@adobesign.com) to your address book or safe list.

© 2021 Adobe. All rights reserved.

--  
Robert J. LaPlante  
Owner / Operator  
Paramount Fencing, Inc.  
(484) 975-3180  
[robert@paramount-fencing.com](mailto:robert@paramount-fencing.com)  
<http://www.paramount-fencing.com>



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**Michael Owen** <[mikeowenmd@gmail.com](mailto:mikeowenmd@gmail.com)> Mon, Jul 19, 2021 at 6:58 PM  
To: Robert LaPlante <[robert@paramount-fencing.com](mailto:robert@paramount-fencing.com)>  
Cc: Colin Gallagher <[coling@paramount-fencing.com](mailto:coling@paramount-fencing.com)>, Hayley Tremblay <[hayley@paramount-fencing.com](mailto:hayley@paramount-fencing.com)>

Robert,  
Thank you for your email.  
Unfortunately, we are out of town. We are coming back Wednesday evening. Is there anyway to push the installation to Thursday? If not we can try to make it work but I wanted to be there during installation for questions, planning of where to put the fence posts, etc. Please let me know.  
Sincerely,  
Mike  
[Quoted text hidden]

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**Robert LaPlante** <[robert@paramount-fencing.com](mailto:robert@paramount-fencing.com)> Tue, Jul 20, 2021 at 2:41 AM  
To: Michael Owen <[mikeowenmd@gmail.com](mailto:mikeowenmd@gmail.com)>  
Cc: Colin Gallagher <[coling@paramount-fencing.com](mailto:coling@paramount-fencing.com)>, Hayley Tremblay <[hayley@paramount-fencing.com](mailto:hayley@paramount-fencing.com)>

Thursday is fine. I would like to come out on Wednesday and run the string lines for the fence based off of Colin's notes so that Thursday Morning we would only need to make minor adjustments. Let me know if that works for you.

Thank you,

Robert  
[Quoted text hidden]

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**Michael Owen** <[mikeowenmd@gmail.com](mailto:mikeowenmd@gmail.com)> Tue, Jul 20, 2021 at 5:38 AM  
To: Robert LaPlante <[robert@paramount-fencing.com](mailto:robert@paramount-fencing.com)>  
Cc: Colin Gallagher <[coling@paramount-fencing.com](mailto:coling@paramount-fencing.com)>, Hayley Tremblay <[hayley@paramount-fencing.com](mailto:hayley@paramount-fencing.com)>

Yes that works for me. I had a surveyor com and mark the property line so I would like the fence as close to the property line as possible. On the east side, where our neighbor's fence is exiting I want just enough room for a push mower or a trimmer to get through since we won't be able to share that fence.

Were there any issues getting approval from the Township or HOA for the fence?

Mike  
[Quoted text hidden]

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**Robert LaPlante** <robert@paramount-fencing.com>

Tue, Jul 20, 2021 at 5:50 AM

To: Michael Owen <mikeowenmd@gmail.com>

Cc: Colin Gallagher <coling@paramount-fencing.com>, Hayley Tremblay <hayley@paramount-fencing.com>

Michael,

According to my records you have written approval for your fence.

On Fri, Apr 9, 2021 at 10:42 AM AOL Email <rsbruno@verizon.net> wrote:

Colin,

We got the written fence approval. What are the next steps to get on the schedule?

Sandy

Thanks,

Robert

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**Michael Owen** <mikeowenmd@gmail.com>

Tue, Jul 20, 2021 at 6:05 AM

To: Robert LaPlante <robert@paramount-fencing.com>

Cc: Colin Gallagher <coling@paramount-fencing.com>, Hayley Tremblay <hayley@paramount-fencing.com>

I do not. When I spoke with Colin, I asked if I needed to obtain approval for the fence or if Paramount would take care of it and I was told the company would handle it since I don't have experience with this type of thing and Paramount does it all the time.

[Quoted text hidden]

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**Michael Owen** <mikeowenmd@gmail.com>

Tue, Jul 20, 2021 at 9:16 AM

To: Robert LaPlante <robert@paramount-fencing.com>

Cc: Colin Gallagher <coling@paramount-fencing.com>, Hayley Tremblay <hayley@paramount-fencing.com>

Our contact at the HOA is Mary Vantine.

Her email is m.vantine@cpm975.com

The business address is:

Continental Property Management, Inc.

975 Easton Road, Suite 102

Warrington, PA 18976

215-343-1550 Phone

215-343-4409 Fax

We live in Worcester Township. Attached is the Fence permit application. Once we return home from our vacation I can fill out my part, sign it and send it to you (I'll need my laptop for this). I think the township requires the HOA approval letter be submitted with the application so we will have to wait for that before submitting anyways.

Sincerely,

Mike



fence-permit.pdf

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**Michael Owen** <mikeowenmd@gmail.com>

Wed, Jul 21, 2021 at 5:10 PM

To: Robert LaPlante <robert@paramount-fencing.com>

Cc: Colin Gallagher <coling@paramount-fencing.com>, Hayley Tremblay <hayley@paramount-fencing.com>

Robert,

I just went out and looked at the lines marked off in our backyard. I see some issues that we will need to address when you arrive tomorrow morning. Please do not start drilling holes until we address them.

Sincerely,

Mike

[Quoted text hidden]

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**Robert LaPlante** <robert@paramount-fencing.com>

Wed, Jul 21, 2021 at 5:16 PM

To: Michael Owen <mikeowenmd@gmail.com>

Cc: Colin Gallagher <coling@paramount-fencing.com>, Hayley Tremblay <hayley@paramount-fencing.com>

Will do.

[Quoted text hidden]