



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

Instrument Number: 2016-39445

BK-DE VL-16640 PG-533

Recorded On: December 16, 2016 As-Deed Agreement

Parties: STEEPLECHASE COMMUNITY SERVICES ASN

To STEEPLECHASE COMMUNITY SERVICES ASN

of Pages: 10

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	0.00

Certified On/By-> 12-16-2016 / P F
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: 2016-39445
Receipt Number: 3178612
Recorded Date/Time: December 16, 2016 01:18:22P
Book-Vol/Pg: BK-DE VL-16640 PG-533
User / Station: S Kubiak - Cash Super 04

PAPERICK & GEFSKY LLC
WILL CALL
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

AMENDED AND RESTATED BY-LAWS
OF
STEEPLECHASE COMMUNITY
SERVICES ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is STEEPLCHASE COMMUNITY SERVICES ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at Pittsburgh, Pennsylvania. Meetings of Members and directors may be held at such places within the State of Pennsylvania as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1: "Association" shall mean and refer to Steeplechase Community Services Association, Inc., its successors and assigns.

Section 2: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association.

Section 3: "Declarant" shall mean and refer to Felix Caste, Sr., his heirs and assigns.

Section 4: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Department of Real Estate of Allegheny County, Pennsylvania.

Section 5: "Living Unit" shall mean and refer to any structure or to any portion of a structure situated upon the Properties, which is designed and intended for use and occupancy as a single-family residence.

Section 6: "Lot" shall mean and refer to any plot of land and any designation of Living Units shown upon the recorded subdivision plan of the Properties (including any sub-lots established by letter, dotted lines or otherwise) or on any Exhibit attached to the Declaration or to any amendment or supplement thereto setting forth the anticipated number of townhouse lots or Living Units to be created from and/or on a Lot, with the exception of the Common Area. If a Living Unit designation does not result in an actual corresponding constructed Living Unit, a "Lot" shall mean and refer to an area upon or in which a Living Unit is constructed.

Section 7: "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

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Section 8: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Living Unit that is a part of the Properties.

Section 9: "Plan" shall mean the Caste Hill Plan No. 1, as recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 126, pages 119 and 120; and such other plans of properly that may be annexed to the Properties.

Section 10: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may be hereafter brought within the jurisdiction of the Association, in accordance with the provisions of said Declaration.

ARTICLE III Meeting of Members

Section 1: Annual Meetings. Annual meeting of the Members shall be held during the month of November, on a date as set by the Board of Directors of the Association.

Section 2: Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to cast one-fourth (1/4th) of all of the membership votes in the Association.

Section 3: Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or persons authorized to call the meeting by mailing or delivering a copy of such notice to each Member at least fifteen (15) days in advance of such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4: Voting. Except as otherwise provided in the Declaration or By-Laws, all motions, resolutions, etc., of the Association shall be passed by a majority of the votes cast in person or by proxy, without regard to classes of membership.

Section 5: Quorum. The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of all votes, regardless of class of membership, shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members present and entitled to vote shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented by proxy. The Members at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

Section 6: Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or his designated representative not

later than 48 hours prior to the scheduled start time of the meeting. Proxies received after this time shall count for a quorum only and may not be voted. No Member may hold and vote more than three proxies at any single meeting. All proxies over three held a Member shall count for a determining a quorum only. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Member of his/her Lot or Living Unit.

ARTICLE IV

Board of Directors: Selection and Term of Office

Section 1: Number. The affairs of the Association shall be managed by a Board of five (5) directors, who must be Members of the Association. No more than one Owner per Unit and no more than two Owners per building may serve on the Board of Directors at the same time

Section 2: Term of Office. Each member of the Board of Directors shall be elected for a term of three (3) years.

Section 3: Removal and Resignation. Any director may be removed from the Board, with or without cause, by a majority of the Members of the Association. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4: Vacancy. A vacancy may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 5: Compensation. No director shall receive compensation for any service rendered to the Association. However, directors shall be reimbursed for any actual expenses incurred in the performance of the director's duties.

Section 6: Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting, by obtaining the written approval of all the directors to act without a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors

ARTICLE V

Board of Directors: Nomination and Election

Section 1: Nomination. Nominations will be made by any Member of the Association with a second by another Member of the Association. Nominations and seconds must be in writing on a form approved by the Board of Directors, and received by the Secretary of the Association, or a designated representative, not later than fourteen (14) days prior to the scheduled date of the Annual Meeting. Nominations may not be made from the floor at the time of the Annual Meeting, unless the number of nominees is insufficient to fill the open Board positions. Each nominee must be a Member of the Association, in good standing, with all fees and assessments due the Association paid in full.

Section 2: Election. Election to the Board of Directors shall be by written ballot. At the election, the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Board of Directors: Meetings

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held every other month, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3L Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Board of Directors: Powers and Duties

Section 1: Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests when using the Common Area, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, the right to use of the Common Area and any or all of the rights and privileges of membership in the Association of a Member for any period during which any assessment against his/her Lot or Living Unit remains unpaid. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for any violation of the Associations Rules and Regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-laws, the Declaration, or the Act;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, or such other employees as they deemed necessary, and to determine the duties thereof.

Section 2: Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of Members who are entitled to vote.

(b) supervise all agents, independent contractors, and employees of the Association and to see that their duties are properly performed,

(c) as more fully provided in the Declaration to:

(i) fix the amount of the annual assessment against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(iii) foreclose the lien against any Lot or Living Unit for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association,

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate, and

(g) cause the Common Area, access driveway easements and parking areas, as provided in the Declaration, to be maintained as well as perform other duties imposed by the Declaration, and these By-Laws.

ARTICLE VIII

Board of Directors: Officers and Their Duties

Section 1: Enumeration of Officers. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board of Directors may from time to time create by resolution. All officers must be Members of the Association.

Section 2: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 3: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 3 of this Article.

Section 5: Duties. The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall obtain the co-signature of the President on all promissory notes and the co-signature of one other officer of the Association on all checks, if and as the Board of Directors specifies from time to time; keep proper books of account; cause an annual audit, review, other outside evaluation of the finances of the Association upon a vote of the majority of Members present in person or by proxy at the Annual Meeting of the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to each of the Members at the Annual Meeting of the Association.

ARTICLE IX

Committees of the Board of Directors

Section 1. At each Annual Meeting of the Members, the Board of Directors shall appoint an Environmental Protection Board (EPB), as provided for in the Declaration, and a Nominating Committee for the election of the Board of Directors. The Board of Directors may also appoint, as deemed appropriate, other committees.

ARTICLE X

Books and Records

Section 1. The books, records and papers of the Association shall at all times, during regular business hours, be subject to inspection by any Member. The Declaration, the Articles of

Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association. Copies of Association records may be purchased at reasonable cost.

ARTICLE XI
Indemnification

Section 1. The Association shall reimburse or indemnify each director, officer, and employee of the Association (and of any other corporation or association which he/she served at the request of the Association) for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding (whether brought by or in the name of the Association or such other corporation or association or otherwise), civil, criminal, administrative or investigative (hereinafter called "action"), in which he/she may become involved as a party or otherwise by reason of his/her being or having been such director, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he/she continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of these By- Laws, provided that:

(a) in respect of any action by or in the right of the Association or such other association, such person was not negligent or guilty of misconduct to the Association or such other association: and

(b) in all respect to all other actions such person acted in good faith in what he/she reasonably believed to be in the best interest of the Association or such other corporation or association and, in addition, in any criminal action had no reasonable cause to believe that his/her conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 2. As used in this Article, the terms "liabilities and expenses" shall include, but not be limited to, reasonable counsel fees and expenses and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by, a director, officer or employee, but shall not include amounts paid to the Association itself (or to such other corporation or association) unless approved by a court.

Section 3. Where such person has been wholly successful on the merits in such action or where indemnification of such person has been awarded by a court, he/she shall be entitled to indemnification as of right: otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him/her only if it shall be determined that such person has met the standards set forth in Section 1, by (a) the Board of Directors, acting by a quorum consisting of two (2) or more directors then in office other than

those involved in the action; or (b) if there are not at least two (2) officers then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association their written advice to such effect.

Section 4. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he/she is not entitled to indemnification.

Section 5. The foregoing right of reimbursement and indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his/her death, shall extend to his/her legal representatives.

Section 6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director officer, employee or agent of another association, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

ARTICLE XII Assessments

Section 1. As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or the highest rate permitted by Pennsylvania law, whichever is lowest. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property to collect any delinquent assessment. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Living Unit.

ARTICLE XIII Amendments

Section 1: Vote. These By-Laws may be amended at a regular or special meeting of the Members, at which a quorum is present, by a vote of a majority of Members present in person or by proxy.

Section 2: Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

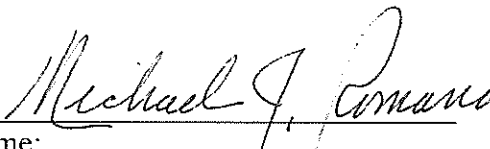
ARTICLE XV
Temporary Easement

Section 1. Each Owner shall have the right to a temporary easement over the property of other Owners in the same building for the purpose of maintaining or improving their residence and the grounds thereon. This right shall allow a middle-unit Owner to cross the adjoining Owners' property in a manner so as to minimally disturb the property itself and the peaceful enjoyment of those Owners, but will allow the middle-unit Owners access for maintaining or improving their property. The middle-unit Owner should notify the Board and the adjoining Owners two weeks in advance of their intention to utilize this temporary easement. If, at the determination of the Board of Directors, the use of the easement shall adversely harm the adjoining Owners' rights or property, the Board, at its discretion, may require the invoking Owner to post a bond or cash deposit sufficient to cover the expense of restoration of any impacted property to its original condition.

I, the undersigned, do certify:

- a. THAT I am the duly elected and acting Secretary of the Steeplechase Community Services Association, Inc., a Pennsylvania nonprofit corporation; and
- b. THAT the foregoing Bylaws constitute the Bylaws of the Association, as duly adopted by the Members of the Association and as in full force and effect as of the date hereof.

WITNESS the due execution hereof this 9th day of November, 2016.


Name:
Secretary, Steeplechase Community
Services Association, Inc.

WILL CALL: PAPERICK & GEFSKY, LLC
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