



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

Instrument Number: 2016-39446

BK-DE VL-16640 PG-543

Recorded On: December 16, 2016 As-Deed Agreement

Parties: STEEPLECHASE COMMUNITY SERVICES ASN

To STEEPLECHASE COMMUNITY SERVICES ASN

# of Pages: 32

Comment: AMEND DECL COVENANTS

\*\*\*\*\* 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

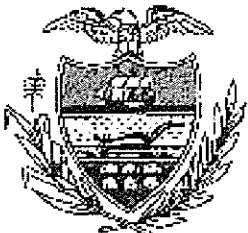
**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2016-39446  
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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 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS STEEPLECHASE COMMUNITY SERVICES ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 9<sup>th</sup> day of November 2016, by the Steeplechase Community Services Association, Inc. (the "Association", or alternatively "Steeplechase").

WHEREAS, Felix Caste, Sr. (the "Declarant"), by Declaration of Covenants, Conditions and Restrictions dated September 17, 1984, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 6949, page 170 (hereinafter referred to as the "Declaration") submitted certain real estate situate in the Borough of Whitehall, County of Allegheny and Commonwealth of Pennsylvania, as further described in Exhibit "A", to the Declaration, created a community known as Steeplechase, and created the Steeplechase Community Services Association, Inc.; and

WHEREAS, the Declaration was amended by the recording of a First Amendment at Deed Book Volume 6953, page 458; and

WHEREAS, the Declaration was amended by the recording of a Second Amendment at Deed book Volume 7775, page 507; and

WHEREAS, the Declaration was amended by the recording of a Supplemental Declaration at Deed Book Volume 7988, page 402; and

WHEREAS, the Declaration was amended by the recording of a Third Amendment dated February 23, 1995 and recorded at Deed Book Volume 9417, page 574; and

WHEREAS, the Declaration was amended by the recording of a Fourth Supplemental Declaration recorded at Deed Book Volume 10301, page 294; and

WHEREAS, the Declaration was amended by the recording of an Amended Declaration, dated March 4, 2005, and recorded on March 15, 2005, at Deed Book Volume 12378, page 1; and

WHEREAS, the Declaration was amended by the recording of an Amended Declaration dated October 18, 2005, and recorded on November 1, 2005, at Deed Book Volume 12644, page 384; and

WHEREAS, the Declaration was recorded prior to the effective date of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq. (the "Planned Community Act"), and as such the Association is only subject to the retroactive provisions of the Planned Community Act; and

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HT/10832.01

WHEREAS, the Association has determined that it is in its best interest to make the Association subject to all of the provisions of the Planned Community Act, in lieu of only the common law and the retroactive provisions of the Planned Community Act; and

WHEREAS, in accordance with the provisions of the Declaration, as least sixty-seven Percent (67%) of the Members of the Association have adopted, executed and acknowledged a resolution to amend and restate the Declaration as hereinafter provided.

NOW, THEREFORE, be it known that the Association does officially adopt, file and record the following Amended and Restated Declaration for Steeplechase Community Services Association, to which all of the Association Members shall be subject:

## ARTICLE I SUBMISSION AND DEFINITIONS

The Association is hereby made subject to all of the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq.

Section 1. Association. A nonprofit corporation known as Steeplechase Community Services Association, Inc. made up of all Owners of Lots in the Association.

Section 2. Board of Directors. The Board of Directors of the Association as provided in the By-Laws of the Association.

Section 3. Common Area. All real property owned by the Association for the common use and enjoyment of the Members of the Association.

Section 4. Declarant. Felix Caste, Sr., his heirs and assigns.

Section 5. Living Unit. Any structure or any portion of a structure situated upon the Properties that is designed and intended for use and occupancy as a single-family.

Section 6. Lot. Any plot of land and any designation of units shown upon the recorded subdivision map of the Properties (including any sub-lots established by letter, dotted lines or otherwise) or on any Exhibit attached hereto or to any Amendment or Supplement hereto 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 unit designation does not result in an actual corresponding constructed unit, a "Lot" shall mean and refer to an area upon or in which a separate Living Unit is constructed. The term "Lot" shall include a condominium lot, where such may occur, and a Living Unit in a Multifamily Structure.

Section 7. Member. Those Owners who are entitled to membership in the Association as set forth in Article III of the Declaration.

Section 8. Multifamily Structure. A structure with two or more Living Units under one roof, except where such Living Unit in a condominium lot or a Single Family Attached Home.

Section 9. Occupant. Any person or persons residing in a Living Unit who shall be either the Owner or a lessee who holds a valid lease.

Section 10. Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties.

Section 11. Properties. That certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association, by vote of the Owners as provided in this Declaration.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every Member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue to be due and payable during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility, or to mortgage all or any part of the Common Area, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of Members agreeing to such dedication, transfer or mortgage has been recorded. Any dedication, transfer or mortgage shall be subject to driveway easements situated on the Common Area.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 2. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests, subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in this Declaration.

Section 3. Title to Common Area. Title to the Common Area shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances; provided, however, that Declarant shall have the right to reserve for the purpose of development of the Properties all or any portion of the Common Area for various utility rights of way in connection with development of the Properties and driveway easements together with the right to dedicate utility rights of way where applicable and customary and the right of temporary ingress and egress across the Common Area in connection with the development of the Properties. Declarant's rights hereunder shall not unreasonably interfere with the Members' easement of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition.

Further, an easement for ingress, egress and access across, and parking within, that portion of the Common Area which is situate in the front of Lots owned by Class C Members is hereby created in favor of the Owners of such Lots abutting such Common Area.

Section 4. Utility Easements - Right of Entry. Each Lot shall be, and is hereby made, subject to easements in favor of the Declarant, the Members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems and other utility services, including but not limited to pipes, lines, manholes and other equipment, as may be necessary to service any Lot. The location of said easements shall be located by construction by the Declarant or utility company.

Section 5. Emergencies, Repair and Performance of Duties of Association: There is hereby created a blanket easement to the Declarant and the Association, their respective officers, agents and employees, to any manager employed by or on behalf of either of them and to all policemen, firemen, ambulance, governmental and utility company personnel and all other similar persons to enter upon the Common Area or any Lot in the proper performance of their respective duties.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot that is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment or from occupancy of a Living Unit.

Section 2. Membership Classes and Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all Owners, except the Declarant, of Lots upon which is constructed a single family attached home with garage in rear of dwelling, and shall be entitled to one vote for each Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Class B. Class B Members shall be all Owners, except the Declarant, of Lots abutting a public or private street (and without a private driveway easement in the front thereof established by Declarant on the Plan or by Declaration of Easement) upon which is constructed a single family attached home with garage in front of the dwelling, and shall be entitled to one vote for each Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Class C. Class C Members shall be all Owners, except the Declarant, of Lots not abutting a public or private street and all Owners, except Declarant, of lots abutting a public or private street and with a private driveway easement in the front thereof established by Declarant on the Plan or by Declaration of Easement, and upon any of which Lot is constructed a single family attached home with garage in front of the dwelling, and shall be entitled to one vote for each Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Section 3. Joint Owners or Occupants: When more than one person owns any Lot, all such persons shall be Members of the Association; provided, however, that Owners' and Occupants' votes shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than two (2) votes be cast with respect to any Lot not owned by Declarant.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on of Assessments. Each Owner of a Lot or Living Unit within the Properties, hereby covenants, and, by acceptance of a deed therefore, each Owner of any Lot or Living Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges and
- (b) Special assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment

fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvements and maintenance of the Common Area; and if determined by the Association in accordance with the provisions of Article VI hereof, to the exteriors of any or all buildings or other structures on the Properties, and all easements for parking and easements for driveways and utilities and for access to the Lots shown on a recorded plan, or herein or otherwise established, or to be established (by Declaration of Easements, to be recorded) by Declarant, including the portions of such easements from streets to the rear or front of Class A or C Lots, respectively, (and in the case of a Class C Lot with a private driveway easement in the front thereof, the paved portion of such private driveway easement area) but excluding the portions which Declarant has not paved and excluding all individual driveways into garages. Maintenance shall also include snow removal from such easements so as to provide a channel for ingress and egress by vehicles to individual driveways but not including such driveways. In addition, maintenance shall also include snow and ice removal from parking areas, and repair and replacement thereof, and maintenance and electricity costs for lighting, if any, of parking areas. Maintenance shall also include grass cutting of lawns of Lots upon which are constructed single family attached dwellings. Further, maintenance shall include repair and maintenance, including payment for electricity used therefor, of the island and, if constructed, gatehouse, at the entrance of the Properties in Hennig Drive, off Weyman Road.

Section 3. Maximum Annual Assessments.

(a) Except as set forth in subparagraph (c) below, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments permitted for the previous year by not more than:

- (i) five percent (5%) above the maximum assessment for the previous year, or
- (ii) by not more than the percentage in the increase in the Cost of Living Index for All Urban Consumers (1967 = 100), from October 1 of the year preceding the previous fiscal year to October 1 of the previous fiscal year,

whichever is greater, without a vote of the membership.

(b) Subject to the provisions of subparagraph (c) below, from and after January 1 of the year immediately following commencement of the Annual Assessments, the maximum annual assessments may only be increased in excess of the amount specified in subparagraph (a) above by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

(c) If recreational facilities and/or other amenities are ever constructed on the Common Area, or on a part or parts thereof, or if any additional property is ever conveyed to the Association as Common Area, or if additional property is brought within the jurisdiction of the Association by annexation of the Declarant or by vote of the Owners, then in any such event, it is

expressly agreed that the maximum annual assessments may be increased by the Board of Directors, without the vote of the membership, in excess of five percent (5%) limitation and/or in excess of the increase in the Cost of Living Index referred to in subparagraphs (a) and (b) above:

- (i) to provide funds sufficient to pay all expenses and costs of maintenance and repair of such facilities and/or amenities hereafter constructed on any Common Area and to provide for an appropriate replacement reserve for such facilities and/or amenities, and/or
- (ii) to provide funds sufficient to meet the maintenance requirements resulting from the annexation of any additional Properties.

(d) Subject to the provisions of subparagraph (c) above, the Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment years a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for repair or replacement of easements for driveways and utilities on the Lots, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty percent (60%) of all the votes, of each class of membership, shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, the amount of any assessment in any one year and from year to year may vary among classes of membership, and in no event shall the Declarant, whatever its class of membership, be obliged to pay more than 25% of the annual and/or special assessment designated for Class A, B, or C members for the same type of lot.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The Board of Directors shall fix the amount of the annual assessments against each Member at least thirty (30) days in



advance of commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or the highest rate permitted by Pennsylvania law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania to the extent provided by said laws, shall be exempt from the assessments created herein. Provided, however, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

## ARTICLE V ENVIRONMENTAL PROTECTION BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives, who all must be Members of the Association. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. In carrying out the provisions of this Article V, of Article VI, of Article VIII or any other Article of this Declaration, or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof,

the Environmental Protection Board may come upon any Lot or Living Unit during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon fifteen (15) days written notice to the Member or Members affected thereby to correct the deficiency. No one entering any such Lot or Living Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspections.

## ARTICLE VI MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon and for all driveways and utilities and access driveways to the rear or front of Lots shown on a recorded plan or otherwise established, or to be established, by Declarant, except the portion which are driveways into individual garages or unpaved by Declarant, but including the paved portions of such easements from streets to the rears of Class A lots and from streets to the front of Class C Lots; maintenance shall also include snow removal from such easements, so as to provide a channel for ingress and egress by vehicles to individual driveways, but not including such driveways. The Association shall also be responsible for the care and maintenance of property, including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property, and for the care and maintenance, including payment for electricity used therefore, of the island and gatehouse, if constructed, within Hennig Drive. Further, the Association shall be responsible for snow and ice removal from parking areas, repair and replacement of parking areas and maintenance and electricity costs for lighting, if any, of such parking areas.

Section 2. Individual Lots. Except as otherwise provided herein, the Owner of each Lot shall be responsible for the care, maintenance, and repair of his Lot, the premises and all improvements situate thereon. The Association shall be responsible for repair and maintenance of any driveway or utility easement(s) shown on any Plan of the Properties and created by the Declarant, and benefiting more than one Lot, but excluding those portions which Declarant has not paved and excluding all individual driveways into garages. The Association shall be responsible for grass cutting, fertilization, weed and insect control of Lots upon which are constructed any type of residential dwelling.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and/or restore same, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days' written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which

such Lot and Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein. Further, after approval by two-thirds (2/3rds) vote of the Board of Directors, the Association may assume the responsibility for grass cutting of all or any part(s) of the Lots having erected thereon single-family attached dwellings.

## ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and being on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other-Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Pursuant to Pennsylvania law, enforcement of a judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

**ARTICLE VIII**  
**USE RESTRICTIONS**

The following shall be restrictions on the use of the Properties which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential use. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Environmental Protection Board; provided, however, that this use restriction does not apply to the Declarant.

(b) No noxious or offensive activity shall be carried on upon any Lot.

(c) Nothing shall be done on any Lot, which may become a nuisance to the neighbors.

(d) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside lines or antennas of any kind shall be erected except by the Declarant during the period of development.

(e) No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily or permanently, as a residence on any Lot.

(f) No boat, boat trailer, house trailer, motor home, trailer, or any similar items shall be stored in the open on any Lot or Common Area.

(g) No sign of any kind may be displayed on Common Area without specific permission of the Board. No sign of any kind shall be displayed to the public view on any Lot, subject to the rights of any Member under the First Amendment of the Constitution of the United States. except:

- One sign of not more than five (5) square feet advertising the Lot or Living Unit for sale or rent;
- Signs used by Declarant to advertise the Property during the construction and sales period;
- Signs that meet the requirements of the Decorations Policy;

(h) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(i) No trees having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Board or unless properly authorized by an appropriate governmental authority, except by

Declarant during development. The Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Properties. If it shall deem it appropriate, the Board may mark certain trees, regardless of size, as not removable without written authorization.

(j) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that, in the aggregate, not more than two (2) dogs, cats and/or other household pets may be kept, provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided, further, they are not kept, bred, or maintained for any commercial purposes.

(k) No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure. Trash, garbage or other waste shall not be kept except in sanitary containers.

(l) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as are shown on any record plan and Declarant reserves the right to establish and may dedicate easements and rights-of-way in, on, over, under, through and around portions of Lots for storm water drainage, sanitary sewers, and other utilities; provided the same do not unreasonably interfere with the use of the Lot(s) as a residence. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved or established. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

(m) All Common Areas shall be limited in use to and for, and only for, parks and recreational purposes and such other purposes authorized by the Association or the Board of Directors, subject to the provisions of this Declaration.

(n) The Board of Directors and Environmental Protection Board (EPB) shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in

appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem.

(o) Nothing in this Article shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Properties as more fully provided in Article V hereof.

(p) No Owner shall block, or permit any guest, licensee or invitee to block access to any individual driveway or garage of another Owner.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by a vote by Owners owning sixty-seven percent (67%) of all Lots and by an instrument signed by the President of the Association attesting that the requisite number of votes have been received from the Owners. Any amendment must be recorded in the Department of Real Estate of Allegheny County and takes effect immediately upon recordation.

Section 4. Amendment Resulting from Requirement of Government Agencies. If, in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of this Declaration, the Association is required to amend any terms of this Declaration, the Board of Directors may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all Members of any such proposed changes for the purpose of Members submitting objections to such government agencies.

Section 5. Annexation. Additional property and Common Area other than that referred to in Article IX may be annexed to the Properties by vote or consent of Members having two-thirds (2/3rds) of the vote of each class of Members.

Section 6. Conflicts. In the case of any conflict between the Declaration and the By-Laws of the Association, the Declaration shall control.

Section 7. Maintenance of Common Areas by Borough. The Borough of Whitehall ("Municipality") may, at any time and from time to time, accept the dedication of land or any interest therein for public use and maintenance.

In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the development plan submitted to the Municipality, the Municipality may serve written notice upon such organization or upon the Members setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Municipality may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within said thirty (30) days or any extension thereof, the Municipality, in order to preserve the taxable values of the Properties and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one year. Said maintenance by the Municipality shall not constitute a taking of said Common Area, nor vest in the public any rights to use the same. Before the expiration of said year, the Municipality shall, upon its initiative or upon the request of the Association theretofore responsible for the maintenance of the Common Area call a public hearing upon notice to such Association, or to the Members, to be held by the Municipality Council, at which hearing such Association shall show cause why such maintenance by the Municipality shall not, at the option of the Municipality, continue for a succeeding year. If the Municipality Council shall determine that such Association is ready and able to maintain said Common Area in reasonable condition, the Municipality shall cease to maintain said Common Area at the end of said year. If the Municipality Council shall determine that such Association is not ready and able to maintain said Common Area in a reasonable condition, the Municipality may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Municipality Council shall be subject to appeal to court in the same manner and within the same time limitation, as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended by Act 93 of 1972. The cost of such maintenance by the Municipality shall be assessed ratably against the Properties that have a right of enjoyment of the Common Area, and shall become a lien on said Properties. The Municipality at the time of entering upon said Common Area for the purpose of maintenance shall file a notice of lien in the Department of Court Records of Allegheny County upon the Properties affected by the lien.

WITNESS the due execution of this Amended and Restated Declaration for Steeplechase Community Services Association, Inc. the date and year first above written by the undersigned officers of the Steeplechase Community Services Association, Inc., which Amendment has been executed and acknowledged by at least sixty-seven percent (67%) of the existing Owners authorized to vote.

ATTEST: Steeplechase Community Services Association, Inc.

By: Michael J. Romano  
Secretary

By: Judith Lewis  
President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

ON THIS the 9 day of November 2016, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared MICHAEL ROMANO and JUDITH A. LEWIS, who acknowledged themselves to be the President and Secretary of Steeplechase Community Services Association, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janice M. Herrie  
Notary Public

MY COMMISSION EXPIRES:

**COMMONWEALTH OF PENNSYLVANIA**  
**NOTARIAL SEAL**  
Janice M. Herrie, Notary Public  
Carnegie Boro, Allegheny County  
My Commission Expires Feb. 22, 2018  
**MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES**





CERTIFICATION

The undersigned officers of Steeplechase Community Services Association, Inc. hereby certify that the foregoing Amended and Restated Declaration for Steeplechase Community Services Association, Inc. have been duly adopted by at least sixty-seven percent (67%) of the present Owners authorized to vote.

ATTEST:

Steeplechase Community Services Association, Inc.

By: Michael J. Romano  
Secretary

By: Jodi Lewis  
President

## EXHIBIT A

### PARCEL ONE:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the westerly right-of-way line of Weyman Road, 60 feet wide, at the line of land dividing Lot Number 802 in Overlook Acres Plan Number 10, as recorded in Plan Book Volume 60, pages 93 through 96, and lot Number 102 in Caste Hill Plan Number 1 Re-subdivision as recorded in Plan Book Volume 130, Page 22; thence along said dividing line and crossing Lantern Hill Drive N 60° 06' 00" W for a distance of 202.98 feet to a point on the westerly right-of-way line of Lantern Hill Drive; thence along said right-of-way line N 29° 54' 00" E for a distance of 158.59 feet to a point; thence by a curve to the left having a radius of 35.00 foot for an arc distance of 60.55 foot to a point on the southerly right-of-way line of Hennig Drive; thence along said right-of-way line N 69° 13' 00" W for a distance of 72.37 feet to a point on the line of land dividing lot Number 104 in Caste Hill Plan No. 1 Resubdivision and Lot Number 105 in Caste Hill Plan Number 1 Revised, as recorded in Plan Book Volume 128, pages 49 and 50; thence along said dividing line S 29° 54' 00" W for a distance of 153.37 feet to a point on the line of land of Lot Number 768 in Overlook Acres Plan Number 10; thence along said line of land N 60° 06' 00" W for a distance of 9.05 feet to a point; thence along the lines of lands of Lot Numbers 768, 767, 766, 765, 764, 763 and 762 in Overlook Acres Plan Number 10 N 69° 13' 00" W for a distance of 349.23 feet to a point on the line of land now or formerly of Felix Caste, Sr.; thence along said line of land the following courses and distances: N 20° 47' 00" E for a distance of 154.87 feet to a point; thence N 26° 41' 55" E for a distance of 50.00 feet to a point; thence in a southeasterly direction by a curve to the left having a radius of 850.00 feet for an arc distance of 88.53.30 feet to a point; thence S 69° 13' 00" E for a distance of 164.34 feet to a point; thence N 20° 47' 00" E for a distance of 134.55 feet to a point; thence S 69° 13' 00" E for a distance of 185.50 feet to a point; thence N 4° 00' 00" E for a distance of 67.70 feet to a point; thence S 86° 00' 00" E for a distance of 185.02 feet to a point on the westerly right-of-way line of Weyman Road; thence along said right-of-way line the following courses and distances: S 4° 28' 30" W for a distance of 70.48 feet to a point; thence by a curve to the right having a radius of 640.00 feet for an arc distance of 419.71 feet to a point; thence S 33° 06' 00" W for a distance of 60.09 feet to a point, said point being the point of beginning Containing 4.56 acres.

### PARCEL TWO:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the westerly right-of-way line of Weyman Road, 60 feet wide, at the line of land dividing land now or formerly of Felix Caste, Sr. and Lot Number 101 in Caste Hill Plan Number 1 Resubdivision, as recorded in Plan Book Volume 130, Page 22; thence along said right-of-way line the following courses and distances: S 4° 28' 30" E for a distance of 70.48 feet to a point; thence by a curve to the right having a radius of 640.00 feet for an arc distance of

136.19 feet to a point; thence by a curve to the right having a radius of 35.00 feet for an arc distance of 52.06 feet to a point on the northerly right-of-way line of Hennig Drive, 50 feet wide; thence along said right-of-way line N 69° 13' 00" W for a distance of 64.08 feet to a point; thence through Lot Number 101 the following courses and distances: N 49° 00' 00" E for a distance of 89.92 feet to a point; thence N 41° 00' 00" W for a distance of 37.30 feet to a point; thence N 4° 00' 00" for a distance of 108.09 feet to a point; thence N 86° 00' 00" W for a distance of 89.00 feet to a point on the easterly right-of-way line of Lantern Hill Drive, 50 feet wide; thence along said right-of-way line N 4° 00' 00" E for a distance of 20.00 feet to a point on the line of land now or formerly of Felix Caste, Sr.; thence along said line of land S 86° 00' 00" E for a distance of 135.02 feet to a point, said point being the point of beginning.

PARCEL THREE:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the westerly right-of-way line of Weyman Road, 60 feet wide, at the line of land dividing Lot Number 802 in Overlook Acres Plan Number 10, as recorded to Plan Book Volume 60, Pages 93 through 96, and Lot Number 102 In Caste Hill Plan Number 1 Resubdivision, as recorded in Plan Book Volume 130, Page 22; thence along said dividing line N 60° 06' 00" W for a distance at 152.98 feet to a point on the easterly right-of-way line of Lantern Hill Drive, 50 feet wide; thence along said right-of-way line N 29° 54' 00" E for a distance of 31.50 feet to a point; thence through Lot Number 102 the following courses and distances: S 60° 06' 00" E for a distance of 89.00 feet to a point; thence N 29° 54' 00" E for a distance of 72.87 foot to a point; thence N 74° 54' 00" E for a distance of 36.74 feet to a point: thence N 15° 06' 00" W for a distance of 91.92 feet to a point on the southerly right-of-way line of Hennig Drive, 50 feet wide; thence along said right-of-way line S 69° 13' 00" C for a distance of 47.22 feet to a point; thence continuing by same by a curve to the right having a radius of 50.00 feet for an arc distance of 81.59 feet to a point on the westerly right-of-way line of Weyman Road; thence along said right-of-way line by a curve to the right having a radius of 640.00 feet for an arc distance of 98.54 feet to a point; thence continuing by same S 33° 06' 00" W for a distance of 60-09 feet to a point, said point being the point of beginning.

PARCEL FOUR:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the northerly right-of-way line of Hennig Drive, 50 feet wide, at the line of land dividing land now or formerly of Felix Caste, Sr. and Lot Number 103, as revised, in the Resubdivision of Lot 103 of Caste Hill Plan Number 1 Revised, as recorded or to be recorded; thence along said dividing line N 20° 47' 00" E for a distance 134.55 feet to a point on the line of land now or formerly of Felix Caste, Sr.: Thence continuing by same S 69° 13' 00" E for a distance of 185.50 feet to a point on the westerly right-of-way line of Lantern Hill Drive, 50 fast wide; thence along said right-of-way line S 4° 00' 00" W for a distance of 20.89

feet to a point; thence through Lot Number 103 the following courses and distances: N 69° 13' 00" W for a distance of 181.53 feet to a point; thence S 20° 47' 00" W for a distance of 61.99 feet to a point; thence S 24° 23' 00" E for a distance of 62.97 feet to a point; thence N 65° 47' 00" E for a distance of 36.39 feet to a point; thence S 69° 13' 00" E for a distance of 54.78 feet to a point; thence S 24° 13' 00" E for a distance of 36.38 feet to a point; thence N 65° 47' 00" E for a distance of 68.35 feet to a point on the westerly right-of-way line of Lantern Hill Drives thence along said right-of-way line S 4° 00' 00" W for a distance of 25.50 feet to a point; thence by a curve to the right having a radius of 25.00 feet for an arc distance of 46.39 feet to a point on the northerly right-of-way line of Hennig Drive; thence along said right-of-way line N 69° 13' 00" W for a distance of 192.65 feet to a point, said point being the point of beginning.

PARCEL FIVE:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the southerly right-of-way of Hennig Drive, 50 feet wide, at the line of land dividing Lot Number 106 and Lot Number 105 in Caste Hill Plan Number 1 Revised, as recorded in Plan Book Volume 128, Pages 49 and 50; thence along said right-of-way line S 69° 13' 00" for a distance of 204.47 feet to a point on the line of land dividing Lot Number 105 and Lot Number 104; thence along said dividing line S 29° 54' 00" W for a distance of 52.66 feet to a point; thence through Lot Number 105 the following courses and distances: N 24° 13' 00" W for a distance of 63.17 feet to a point; thence S 65° 47' 00" W for a distance 36.38 feet to a point; then N 69° 13' 00" W for a distance of 54.78 feet to a point; thence N 24° 13' 00" W for a distance of 36.38 feet to a point; thence S 65° 47' 00" W for a distance of 62.97 feet to a point on the line of land dividing Lot Number 105 and Lot Number 106; thence along said dividing line N 20° 47' 00" E for a distance of 52.54 feet to a point, said point being the point of beginning.

PARCEL SIX:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the line of land dividing Lot Number 105 and Lot Number 104 in Caste Hill Plan Number 1 Revised, as recorded in Plan Book Volume 128, Pages 49 and 50, said point being located S 29° 54' 00" W a distance of 116.02 feet from the southerly right-of-way line of Hennig Drive, 50 feet wide; thence from said point of beginning along said dividing line S 29° 54' 00" W for a distance of 37.35 feet to a point on the line of land of Lot Number 768 in Overlook Acres Plan Number 10, as recorded in Plan Book Volume 60, Pages 93 through 96: thence along said line of land N 60° 04' 00" W for a distance of 9.05 feet to a point: thence along the lines of lands of lot number 768, 767, 766 and 765 in Overlook Acres Plan Number 10 N 69° 13' 00" W for a distance of 171.23 feet to a point on the line of land dividing line N 20° 47' 00" E for a distance of 35.45 feet to a point; thence through Lot Number 105 S 69° 13' 00" E for a distance of 186.09 feet to a point, said point being the point of beginning.

PARCEL SEVEN:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the southerly right-of-way line of Hennig Drive, 50 feet wide. at the line of land dividing land now or formerly of Felix Caste, Sr. and Lot Number 106 in Caste Hill Plan Number 1 Revised, as recorded in Plan Book Volume 128. Pages 49 and 50; thence along said right-of-way line in a southeasterly direction by a curve to the left having a radius of 900.00 feet for on arc distance of 7.99 foot to a point; thence through Lot Number 106 the following courses and distances: S 20° 47' 00" W for a distance of 98.07 fact to a point; thence S 69° 13' 00" E (shown on plan an N 69° 13' 00" E) for a distance of 163.00 feet to a point; thence N 20° 47' 00" E for a distance of 94.00 feel to a point on the southerly right-of-way line of Hennig Drive: thence along said right-of-way line 69° 13' 00"E for a distance of 7.00 fast to a point on the line of land dividing Lot Number 106 and Lot Number 105; thence along said dividing line S 20° 47' 00" W for a distance of 150.00 feet to a point on the line of land of Lot Number 763 In Overlook Acres Plan Number 10, as recorded in Plan Boo Volume 60. Pages 93 through 96; thence along Lot Numbers 765, 764, 763 and 762 In Overlook Acres Plan Number 10 N 69° 13' 00" W for a distance of 178.00 feet to a point on the line of land now or formerly of Felix Caste, Sr.; thence along said line of land N 20° 47' 00" E for a distance of 154.87 feet to a point. said point being the point of beginning.

PARCEL EIGHT:

ALL that certain parcel of ground situate in the Borough of Whitehall, Allegheny County, Pennsylvania known as the Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20, and being more particularly described as follows, to-wit:

BEGINNING at a point on the southeasterly right-of-way line of Caste Drive, 50 feet wide, at the northwesterly corner of Lot Number 709 in Overlook Acres Plan No. 10, as recorded in Plan Book Volume 50, Pages 93 through 96; thence along said right-of-way line the following courses and distances: N 12° 25' 00" E for a distance of 32.12 feet to a point; thence by a curve to the right having a radius of 600.00 feet for an arc distance of 110.06 feet to a point; thence by a curve to the right having a radius of 35.00 feet or an arc distance of 62.52 feet to a point on the southwesterly right-of-way line of Hennig Drive, 50 feet wide; thence along said right-of-way line S 54° 44' 00" E for a distance of 589.75 feet to a point; thence continuing along same by a curve to the left having a radius of 900.00 feet for an arc distance of 133.80 feet to a point on the line of Lot Number 106 in Caste Hill Plan No. 1, as recorded in Plan Book Volume 128, Pages 49 and 50; thence along said line S 20° 47' 00" W for a distance of 154.87 feet to a point on the line of Lot Number 762 in Overlook Acres Plan No. 10; thence along the line of Lot Numbers 762 and 761 N 69° 13' 00" W for a distance of 39.89 feet to a point; thence along the lien of Lot Numbers 761, 760, 759, 758, 757, 756, 755, 754, 753 and 752 N 54° 44' 00" W for a distance of 557.15 feet to a point on the line of Lot Number 709; thence along the line of Lot Number 709 N 36° 35' 00" W for a distance of 53.73 feet to a point; thence continuing by same N 77° 35' 00" W for a distance of 112.25 feet to a point, said point being the point of beginning.

PARCEL NINE:

ALL that certain parcel of ground situate in the Borough of Whitehall, Allegheny County, Pennsylvania, described as follows, to-wit:

BEGINNING at a Point on the southwesterly right-of-way line of Hennig Drive, 50 feet wide, at the line dividing Lot Number 106 in Caste Hill Plan No. I Revised, as recorded in Plan Book Volume 128, Pages 49 and 50, and Lot Number 201 in Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20; thence along said dividing line S 20° 47' 00" W for a distance of 77.30 feet to a point; thence through Lot Number 201 the following courses and distances: N 9° 44' 00" W for a distance of 80.44 feet to a point; thence S 80° 16' 00" W for a distance of 36.38 feet to a point; thence N 54° 44' 00" W for a distance of 54.78 feet to a point; thence N 9° 44' 00" W for a distance of 36.38 feet to a point; thence S 80° 16' 00" W for a distance of 62.97 feet to a point on the line of Lot Number 202 in said Caste Hill Plan No. 2; thence along said line N 35° 16' 00" E for a distance of 52.56 feet to a point on the southwesterly right-of-way line of Hennig Drive; thence along said right-of-way line S 54° 44' 00" E for a distance of 55.00 feet to a point; thence continuing by same by a curve to the left having a radius of 900.00 feet for an arc distance of 133.80 feet to a point, said point being the point of beginning.

PARCEL TEN:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the northerly line of Lot Number 762 in Overlook Acres Plan No. 10, as recorded in Plan Book volume 60, pages 93 through 96, at the line dividing Lot Number 106 in Caste Hill Plan No. I Revised, as recorded in Plan Book Volume 128, Pages 49 and 50, and Lot Number 201 in Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20; thence along the line dividing Lot Number 201 and Overlook Acres Plan No. 10 N 69° 13' 00" W for a distance of 39.89 feet to a point; thence continuing by same N 54° 44' 00" W for a distance of 188.42 feet to a point on the line of Lot Number 202 in said Caste Hill Plan No. 2; thence along said line N 35° 16' 00" E for a distance of 34.74 feet to a point; thence through Lot Number 201 S 54° 44' 00" E for a distance of 188.42 feet to a point; thence continuing through same S 69° 13' 00" E for a distance of 31.19 feet to a point on the line of Lot Number 106; thence along said line S 20° 47' 00" W for a distance of 33.63 feet to a point, said point being the point of beginning.

PARCEL ELEVEN:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a Point on the southwesterly right-of-way line of Hennig Drive, 50 feet wide, at the line dividing Lot Number 201 and Lot Number 202 in Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20; thence along said dividing line S 35° 16' 00" W for a distance of 52.56 feet to a point; thence through Lot Number 202 the following courses and distances: N 9° 44' 00" W for a distance of 62.97 feet to a point; thence S 80° 16' 00" W for a distance of 36.38 feet to a point; thence N 54° 44' 00" W for a distance of 54.78 feet to a point; thence N 9° 44' 00" W for a distance of 36.38 feet to a point; thence S 80° 16' 00" W for a distance of 62.97 feet to a point on the line of Lot Number 203 in Caste Hill Plan No. 2; thence along said line of Lot Number 203 N 35° 16' 00" E for a distance of 52.56 feet to a point on the southwesterly right-of-way line of Hennig Drive; thence along said right-of-way line S 54° 44' 00" E for a distance of 195.28 feet-- to a point, said point being the point of beginning.

PARCEL TWELVE:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the northerly line of Lot Number 758 in Overlook Acres Plan No. 10, as recorded in Plan Book volume 60, pages 93 through 96, at the line dividing Lot Number 201 and Lot Number 202 in Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20; thence along the line dividing Lot Number 202 and Overlook Acres Plan No. 10 N 54° 44' 00" W for a distance of 195.28 feet to a point on the line of Lot Number 203 in Caste Hill Plan No. 2; thence along said line of Lot Number 203 N 35° 16' 00" E for a distance

of 34.74 feet to a point; thence through Lot Number 202 S 54° 44' 00" E for a distance of 195.28 feet to a point on the line of Lot Number 201 in the Caste Hill Plan No. 2; thence along said line of Lot Number 201 S 35° 16' 00" W for a distance of 34.74 feet to a point, said point being the point of beginning.

PARCEL THIRTEEN:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the southwesterly right-of-way line of Hennig Drive, 50 feet wide, at the line dividing Lot Number 202 and Lot Number 203 in Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20; thence along said dividing line S 35° 16' 00" W for a distance of 150.00 feet to a point on the northerly line of Lot Number 754 in Overlook Acres Plan No. 10, as recorded in Plan Book volume 60, pages 93 through 96; thence along the line of Lot Numbers 754, 753 and 752 N 54° 44' 00" W for a distance of 173.45 feet to a point on the line of Lot Number 204 in Caste Hill Plan No. 2; thence along said line of Lot Number 204 N 300 37' 14" E for a distance of 56.18 feet to a point; thence continuing by same N 35° 16' 00" E for a distance of 94.00 feet to a point on the southwesterly right-of-way line of Hennig Drive; thence along said right-of-way line S 54° 44' 00" E for a distance of 7.00 feet to a point; thence through Lot Number 203 the following courses and distances: S, 35° 16' 00" W for a distance of 94.00 feet to a point; thence S 54° 44' 00" E for a distance of 164.00 feet to a point; thence N 35° 16' 00" E for a distance of 94.00 feet to a point on the southwesterly right-of-way line of Hennig Drive; thence along said right-of-way line S 54° 44' 00" E for a distance of 7.00 feet to a point, said point being the point of beginning.

PARCEL FOURTEEN:

ALL that certain parcel of ground situate in the borough of Whitehall, Allegheny County, Pennsylvania, being bounded and described as follows to-wit:

BEGINNING at a point on the southeasterly right-of-way line of Caste Drive, 50 feet wide, at the line dividing Lot Number 709 in Overlook Acres Plan No. 10, as recorded in Plan Book volume 60, Pages 93 through 96, and Lot Number 204 in resubdivision of Lot #204 Caste Hill Plan No. 2, as recorded in Plan Book Volume 135, page 68; thence along said right-of-way line N 12° 25' 00" E for a distance of 32.12 feet to a point; thence continuing along same by a curve to the right having a radius of 600.00 feet for an arc distance of 0.83 feet to a point; thence through Lot Number 204 the following courses and distances: S 54° 44' 00" E for a distance of 83.34 feet to a point; thence N. 35° 16' 00" E for a distance of 69.00 feet to a point; thence S 54° 44' 00" E for a distance of 39.42 feet to a point; thence N 35° 16' 00" E for a distance of 77.48 feet to a point on the southwesterly right-of-way line of Hennig Drive, 50 feet wide; thence along said right-of-way line S 54° 44' 00" E for a distance of 40.00 feet to a point on the line of Lot Number 203 in Caste Hill Plan No. 2, as recorded in Plan Book Volume 133, Pages 19 and 20; thence along said line of Lot Number 203 S 35° 16' 00" W for a distance of 94.00 feet to a point;



thence continuing by same S 30° 37' 14" W for a distance of 56.18 feet to a point on the line of Lot Number 709 in Overlook Acres Plan No. 10; thence along said line of Lot Number 709 N 36° 35' 00" W for a distance of 53.73 feet to a point; thence continuing by same N 77° 35' 00" W for a distance of 112.25 feet to a point, said point being the point of beginning.

PARCEL FIFTEEN:

ALL that certain parcel of ground situate in the Borough of Whitehall, Allegheny County Pennsylvania known as Lots 301, 302 303, 304 and 305 in the Caste Hill Plan #3 as recorded in the Office of the Recorder of Deeds of Allegheny County Pennsylvania in Plan Book Volume 142 pages 43 and 44, and being more fully described as follows, to-wit:

BEGINNING at a point on the northeasterly right-of-way line of Hennig Drive, 50 feet wide, at the southwesterly corner of Lot Number 103 in Caste Hill Plan No 1, as recorded in Plan Book Volume 128 Pages 49 and 50; thence along said right-of-way of Hennig Drive, the following courses and distances N 69° 13' 00" W for a distance of 164.33 feet to a point; thence by a curve to the right having a radius of 850.00 feet for an arc distance of 214.86 feet to a point; thence N 54° 44' 00" W for a distance of 610.29 feet to a point; thence by a curve to the right having a radius of 35.00 feet for an arc distance of 49.27 feet to a point on the southeasterly right-of-way line of Caste Drive 50 feet wide; thence along said right-of-way line the following courses and distances N 25° 55' 00" E for a distance of 106.64 feet to a point on the line of Lot Number 306 in said Caste Hill Plan No. 3; thence along said line of Lot Number 306 and other property of Caste Development Company (now Caste Village, Inc.) a distance of 753.06 feet to a point; thence S 69° 13' 00" E for a distance of 440.74 feet to a point on the line of Lot Number 103 in Caste Hill Plan No 1; thence along said line of Lot Number 103 S 20° 47' 00" W for a distance of 134.55 feet to a point, said point being the point of beginning.

PARCEL SIXTEEN:

ALL that certain parcel of ground situate in the Borough of Whitehall, Allegheny County, Pennsylvania, being more fully described as follows, to-wit:

BEGINNING at a point on the northeasterly right-of-way line of Hennig Drive, 50 feet wide, at the line dividing Lot Number 103 in Caste Hill Plan No. 1 Revised, as recorded in Plan Volume 128, Pages 49 and 50, and Lot Number 301 in the Caste Plan No. 3, as recorded in Plan Book Volume 142 pages 43 and 44; thence along right-of-way line N 69° 13' 00" W for a distance of 164.33 feet to a point; thence continuing by same by a curve to the right having a radius of 850.00 feet for an arc distance of 38.28 feet to a point on the line of the Lot Number 302 in the Caste Hill Plan No 3; thence along said line of Lot Number 302 N 23° 11' 50" E for a distance of 54.40 feet to a point; thence through Lot Number 301 the following courses and distances S 24° 13' 00" E for a distance of 66.59 feet to a point; thence N 65° 47' 00" E for a distance of 36.38 feet to point; thence S 69° 13' 00" E for a distance of 54.78 feet to a point; thence S 24° 13' 00" E for a distance of 36.38 feet to a point; thence N 65° 47' 00" E for a distance of 62.97 feet to a point on the line of Lot Number 103 in Caste Hill Plan No. 1 Revised;

thence along said line of Lot Number 103 S 20° 47' 00" W for a distance of 52.56 feet to a point, said point being the point of beginning Containing 5,814.90 square feet.

Exhibit "II"

PARCEL II

Beginning at a point on the southerly line of land now or formerly of Caste Development Company (now Caste Village Inc.), at the line dividing Lot Number 103 in Caste Hill Plan No 1 Revised, as recorded in Plan Book Volume 128 Pages 49 and 50, and Lot Number 301 in the Caste Hill Plan No. 3 as recorded in Plan Book Volume 142, pages 43 and 44 thence along said line dividing Lot Number 103 and Lot Number 301 S 20° 47' 00" W for a distance of 19.29 feet to a point; thence through Lot Number 301 N 69° 13' 00" W for a distance of 195.28 feet to a point on the line of Lot Number 302 in the Caste Hill Plan No 3; thence along the line of Lot Number 302 N 23° 11' 50" E for a distance of 19.29 feet to a point on the line of land now or formerly of Caste Development Company (now Caste Village, Inc.) ; thence along the of land now or formerly of Caste Development Company (now Caste Village Inc.) S 69° 13' 00" E for a distance of 194.47 feet to a point, said point being the point of beginning. Containing 3,759 square feet.

PARCEL III

Beginning at a Point on the northeasterly right-of-way of Hennig Drive, 50 feet wide at the line dividing Lot Number 301 and Lot Number 302 in the Caste Hill Plan No 3, as recorded in Plan Book Volume 142, pages 43 and 44; thence in a northwesterly direction along said right-of-way line by a curve to the right having a radius of 850.00 feet for an arc distance of 17.97 feet to a point thence through Lot Number 302 the following courses and distances: N 29° 52' 43" E for a distance of 95.27 feet to a point; thence N 60° 07' 17" W for a distance of 177.95 feet to a point; thence S 29° 52' 43" W for a distance 95.07 feet to a point on the northeasterly right-of-way line of Hennig Drive; thence along said right-of-way line N 54° 44' 00" W for a distance of 15.88 feet to a point on the line of Lot Number 303 in Caste Hill Plan No. 3; thence along said line of Lot Number 303 N 35° 16' 00" E for a distance of 134.55 feet to a point on the line of land now or formerly of Caste Development Company ( Now Caste Village, Inc.); thence along said line of land now or formerly of Caste Development Company (now Caste Village, Inc.), S 54° 44' 00" E for a distance of 110.00 feet to a point; thence continuing by same S 69° 13' 00" E for a distance of 60.77 feet to a point on the line of Lot Number 301 in Caste Hill Plan No. 3 thence along said line of Lot Number 301 S 23° 11' 50" W for a distance of 133.90 feet to a point, said point being the point of beginning.

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PARCEL IV

Beginning at a point on the southerly line of land now or formerly of Caste Development company (now Caste Village, Inc.) at the northeasterly corner of Lot Number 304 in Caste Hill Plan Number 3, as recorded in Plan Book Volume 142, Pages 43 and 44; thence along the line of land now or formerly of Caste Development company (now Caste village, Inc.) S 54° 44' 00" E for a distance of 195.28 feet to a point on the line of Lot Number 302 in Caste Hill Plan Number 3; thence along said line of Lot Number 302 S 35° 16' 00" W for a distance of 19.29 feet to a point; thence through Lot Number 303 in Amended Lot No. 303 Caste Hill Plan

No. 3, as recorded in Plan Book Volume 158, page 116, N 54° 44' 00" E for a distance of 19.29 feet to a point, said point being the point of beginning.  
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#### PARCEL V

Beginning at a point on the northeasterly right-of-way of Hennig Drive, 50 feet wide, at the southeasterly corner of Lot Number 305 in Caste Hill Plan #3, as recorded in Plan Book Volume 142, Pages 43 and 44; thence along the line of Lot Number 304 N 35° 16' 00" E for a distance of 52.56 feet to a point; thence through Lot Number 304 the following courses and distances: S 9° 44' 00" E for a distance of 62.97 feet to a point; thence N 80° 16' 00" E for a distance of 54.78 feet to a point; thence S 9° 44' 00" E for a distance of 36.38 feet to a point; thence N 80° 16' 00" E for a distance of 62.97 feet to a point on the line of Lot Number 303; thence along said line S 35° 16' 00" W for a distance of 52.56 feet to a point on the northeasterly right-of-way line of Hennig Drive; thence along said right-of-way line N 54° 44' 00" W for a distance of 195.28 feet to a point, said point being the point of beginning.

#### PARCEL VI

Beginning at a point on the southwesterly line of Lot Number 306 at the northeasterly corner of Lot Number 305 in Caste Hill Plan #3, as recorded in Plan Book Volume 142, Pages 43 and 44; thence along said line of Lot Number 306 and along the line of land now or formerly of Caste Development Company (now Caste Village, Inc.) S 54° 44' 00" E for a distance of 195.28 feet to a point on the line of Lot Number 303; thence along said line S 35° 16' 00" W for a distance of 19.29 feet to a point; thence through Lot Number 304 N 54° 44' 00" W for a distance of 195.28 feet to a point on the line of Lot Number 305; thence along said line N 35° 16' 00" E for a distance of 19.29 feet to a point, said point being the point of beginning.

#### PARCEL VII

Beginning at a point on the northeasterly right-of-way line of Hennig Drive, 50 feet wide, at the southwesterly corner of Number 304 in Caste Hill Plan #3, as recorded in Plan Book Volume 152, Pages 43 and 44; thence along said right-of-way line of Hennig Drive N 54° 44' 00" W for a distance of 8.00 feet to a point; thence through Lot Number 305 the following courses and distances: N 35° 16' 00" E for a distance of 89.00 feet to a point; thence N 54° 44' 00" for a distance of 143.39 feet to a point; thence N 9° 44' 00" W for a distance of 37.79 feet to a point; thence S 80° 16' 00" W for a distance of 86.57 feet to a point on the southeasterly right-of-way line of Caste Drive, 50 feet wide; thence along said right-of-way line N 25° 55' 00" E for a distance of 81.12 feet to a point on the line of Lot Number 306; thence along said line of Lot Number 306 S 54° 44' E for a distance of 252.50 feet to a point on the line of Lot Number 304; thence along said line of Lot Number 304 S 35° 16' 00" W for a distance of 134.55 feet to a point, the point of beginning

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LEGAL DESCRIPTION OF AREA FOR  
STEEPLECHASE PLAN NO.4

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Beginning at a point on the northwesterly right of way line of Caste Drive, fifty feet in width, at the common corner of property herein described and the corner of Lot No. 314 in the Steeplechase Plan No. 3 as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 212, pages 31 through 36; thence along the dividing line of Lot No. 314 in the aforesaid plan and property herein described N 59° 48' 41" W a distance of 153.17 feet to a point; thence along the dividing line of Lots Nos. 204 and No. 205 in the Steeplechase Plan No. 2 as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 201 pages 197 through 200 the following two (2) courses and distances:

- 1) N 04° 20' 00" E a distance of 148.70 feet to a point;
- 2) N 38° 31' 00" W a distance of 192.52 feet to a point;

thence along the dividing line of property herein described in the Castle Shannon Borough line N 51° 29' 00" B a distance of 516.31 feet to a point; thence along the dividing line of property herein described and property now or formerly Margaret S. and Arthur L. Winters the following three (3) courses and distances:

- 1) S 04° 03' 00" E a distance of 64.27 feet to a point;
- 2) N 85° 57' 00" E a distance of 63.00 feet to a point;

3) N 04° 03' 00" W a distance of 159.51 feet to a point on the southerly right of way line of McRoberts Road, thirty-three (33) feet in width; thence along the aforesaid right of way line the following seven (7) courses and distances:

- 1) N 85° 57' 00" E a distance of 289.37 feet to a point;
- 2) by the arc of a circle curving to the right having a radius of 1,202.94 feet for an arc distance of 94.13 feet to a point;
- 3) S 89° 34' 00" B a distance of 97.93 feet to a point;
- 4) by the arc of a circle curving to the right and having a radius of 408.50 feet for an arc distance of 7.16 feet to a point;
- 5) S 06° 30' 15" E a distance of 8.40 feet to a point;
- 6) by the arc of a circle curving to the right and having a radius of 400.00 feet for an arc distance of 118.22 feet to a point;

- 7) N 71° 28' 00" B a distance of 135.45 feet to a point;

thence along the dividing line of property herein described and Lot No. 4 in the Ridgmont Terrace Plan No. 1 as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 62, pages 104 through 106, S 18° 32' 00" W a distance of 150.00 feet to a point; thence along the rear line of Lots No. 4 through No. 8 in the above referenced plan of lots, S 71° 28' 00" B a distance of 304.54 feet to a point; thence along the common dividing line of property herein described and Lots No. 53, No. 48 and No. 49 in the Joseph Keeling Plan as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 6, page 192 the following two (2) courses and distances:

- 1) S 16° 07' 00" W a distance of 154.49 feet to a point;
- 2) S 13° 58' 50" W a distance of 176.74 feet to a point on the westerly right of way line of Weyman Road, thirty-three (33) feet in width;

Thence along said right of way line the following six (6) courses and distances:

- 1) S 17° 42' 20" W a distance of 422.40 feet to a point;
- 2) by the arc of a circle curving to the left having a radius of 1,840.22 feet for an arc distance of 291.65 feet to a point;
- 3) S 08° 37' 30" W a distance of 48.83 feet to a point;
- 4) by the arc of a circle curving to the left having a radius of 2,940.00 feet for an arc distance of 266.83 feet to a point;
- 5) by the arch of a circle curving to the left having a radius of 545.76 feet for an arc distance of 75.25 feet to a point;
- 6) S 04° 28' 30" B a distance of 106.51 feet to a point;

thence along the common dividing line of property herein described and Lot No. 306 in the Caste Hill Plan No. 1 Resubdivided, as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 130, page 22; thence N 86° 00' 00" W a distance of 140.33 feet to a point on the easterly right of way line of Lantern Hill Drive, fifty feet in width; thence along said right of way line S 04° 00' 00" W a distance of 123.21 feet to a point at the terminus of Lantern Hill Drive; thence along said line N 86° 00' 00" W a distance of 50.00 feet to a point on the westerly right of way line of Lantern Hill Drive; thence along said right of way line the following two (2) courses and distances:

- 1) N 04° 00' 00" E a distance of 166.68 feet to a point;

- 2) by the arc of a circle curving to the left having a radius of 725.00 feet for an arc distance of 99.33 feet to a point;

thence along the common dividing line of property herein described and Lot No. 306 in Steeplechase Plan No. 3 as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 212, pages 31 through 36, N 70° 45' 00" W a distance of 87.46 feet to a point on the easterly right of way line of Duncan Lane, fifty feet in width; thence along said right of way line by the arc of a circle curving to the left having a radius of 50.00 feet for an arc distance of 68.96 feet to a point; thence along the common dividing line of property herein described and Lot No. 307-R in the Steeplechase Plan No. 3, Fifth Amendment as recorded in the Recorder of Deeds Office of Allegheny County, Commonwealth of Pennsylvania in Plan Book Volume 245, page 87, the following three (3) courses and distances:

- 1) N 30° 13' 40" E a distance of 78.88 feet to a point;
- 2) N 10° 35' 28" W a distance of 79.24 feet to a point;
- 3) N 51° 01' 19" W a distance of 168.29 feet to a point;

thence along the common dividing line of property herein described and property now or formerly of the Borough of Whitehall, S 81° 00' 00" B a distance of 157.77 feet to a point on the westerly right of way line of proposed Lantern Hill Drive; thence along the aforesaid right of way line of the proposed Lantern Hill Drive and property now or formerly of the Borough of Whitehall the following four (4) courses and distances:

- 1) N 23° 30' 00" W a distance of 180.38 feet to a point;
- 2) by the arc of a circle curving to the right and having a radius of 225.00 feet for an arc distance of 305.64 feet to a point;
- 3) N 54° 20' 00" B a distance of 57.10 feet to a point;
- 4) by the arc of a circle curving to the left having a radius of 345.00 feet for an arc distance of 137.54 feet to a point;

thence along the common dividing line of property herein described and property now or formerly of the Borough of Whitehall the following five (5) courses and distances:

- 1) N 57° 24' 37" W a distance of 170.20 feet to a point;
- 2) N 72° 14' 00" W a distance of 265.00 feet to a point;
- 3) S 87° 50' 00" W a distance of 250.00 feet to a point;
- 4) S 05° 30' 00" W a distance of 115.00 feet to a point;

5) S 24° 16'00" S a distance of 94.09 feet to a point;

thence along the common dividing line of property herein described and Lot No. 313 Steeplechase Plan No. 3 as recorded in Plan Book Volume 212, page 31 through 36, N 79° 00'00" W a distance of 105.89 feet to a point on the easterly right of way line of Caste Drive; thence continuing along the terminus of Caste Drive, N 79° 00' 00" W a distance of 50.00 feet to a point on the westerly right of way line of Caste Drive; thence along the westerly right of way line of Caste Drive by the arc of a circle curving to the right and having a radius of 125.00 feet for an arc distance of 46.43 feet to a point at the place of beginning. Containing 1,088,189.0670 square feet or 24.98 13 acres.

WILL CALL: PAPERINICK & GEFSKY, LLC  
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