

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR CASTLE CREEK, A PLANNED COMMUNITY

THIS DECLARATION, made effective nunc pro tunc as of the 2nd day of February, 1997, pursuant to the Order of Court of the Court of Common Pleas of Butler County, Pennsylvania, dated November 29, 2018 in the action titled Castle Creek Homeowners' Association vs. Thomas S. Stetz, et al., at docket number 2018-40029.

WITNESSETH THAT:

WHEREAS, Seven Fields Development Company, a Pennsylvania Business Trust, (hereafter referred to as "Developer"), was the legal owner as successor by merger to Canterbury Village, Inc. and Seven Fields Development Corporation by virtue of a Deed dated and recorded on December 12, 1977 in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Deed Book Volume 1058, Page 233, of real property referred to in Article II and more fully described in Exhibit "A" (hereinafter referred to as the "Community") of this Declaration, and developed thereon a planned residential community known as "Castle Creek,": The plan was originally to consist of one-hundred twenty (120) townhouse dwellings together with Common Elements for the benefit of the Community and intended to but did not record a Declaration of the Community at that time, instead having recorded Rules and Regulations in the Office of the Recorder of Deeds of Butler County, Pennsylvania in Deed Book Volume 2338, page 15, which Rules and Regulations referred to an unfiled Declaration. Thereafter, Amended Rules and Regulations were recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania in Deed Book volume 2396, Page 673; and

WHEREAS, the original Plan for the Castle Creek Plan of Lots was recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania on May 12, 1993 in Plan Book Volume 163, Pages 46-50; that Plan was supplemented by the recording of the Castle Creek Plan of Lots, Phase II on July 27, 1995 in Plan Book Volume 185, Pages 8-10; the original Castle Creek Plan was subsequently amended by the recording of a Subdivision Plat for open space in the Castle Creek Plan of Lots on April 6, 1998 in Plan Book Volume 212, Page 1; those Plans were further supplemented by the recording of the Castle Creek Plan of Lots, Phase III on June 23, 1999 in Plan Book Volume 224, Pages 8-10; by the recording of these plans, Castle Creek became a community of 317 separate townhouse dwellings and a related group of five buildings containing an additional twenty-four townhomes; and

WHEREAS, Developer deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an entity to be known as "Castle Creek Homeowners Association, Inc." to which Developer delegated and assigned the duty and the powers of maintaining and administering the Common Elements, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and,

DUPLICATE

WHEREAS, Developer incorporated under the laws of the Commonwealth of Pennsylvania as a non-profit corporation known as "Castle Creek Homeowners Association, Inc." for the purposes of exercising the powers, duties and functions aforesaid; and,

WHEREAS, Castle Creek Homeowners' Association, Inc., a Pennsylvania Nonprofit Corporation formed on June 15, 1993 (hereinafter referred to as "Declarant") , as successor to Developer, desires to subject the real property referred to in Article II and described by reference above and in Exhibit "A" of this Declaration, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof or any portion thereof; and,

WHEREAS, this Declaration is intended to be a master document governing the ownership and use of all of the Units (as defined below) and Common Elements which collectively constitute the Property.

NOW THEREFORE, the Declarant declares that the real property referred to in Article II hereof and more particularly described above and in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth. All the provisions of this Declaration shall, as to the Owners of the property, Common Elements and Units, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other property, Common Elements and Units in the development and their respective owners and, as its interests are affected, the Municipality.

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Act" or "UPCA" shall mean and refer to the Pennsylvania Uniform Planned Community Act 68 Pa. C.S. §5101 et. seq. as that act may be amended hereafter.
- (b) "Association" shall mean and refer to the "Castle Creek Homeowners Association, Inc.", its successors and assigns, to operate under Section 5301 of the Act.
- (c) "Common Elements" shall mean and refer those facilities and those areas of land shown on the recorded Plats which are not within Units or separately owned lots, but are located in the Community and intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and, except as herein below specified, are not dedicated for use by the general public. The Common Elements will be conveyed by Declarant to the Association. The Common Elements shall not include any roads, streets or rights of way, all of which shall be dedicated to

the Municipality upon completion. Common Elements include elements within separately owned lots as to which the Association has assumed maintenance responsibility.

- (d) "Common Expense Liability" shall mean and refer to the liability for common expenses allocated to each unit in Section 4.2 of this Declaration.
- (e) "Common Expenses" shall mean and refer to the expenditures made by, or the financial liabilities of, the Association, together with any allocations to reserves.
- (f) "Declarant" shall mean and refer to Castle Creek Homeowners' Association, Inc., a Pennsylvania non-profit corporation, in its capacity as successor with respect to the role of the Developer of the Castle Creek Planned Community, its successors and assigns.
- (g) "Executive Board" shall mean and refer to the Executive Board of the Association, which shall manage the Association's operations in compliance with, and subject to, the provisions of the Act.
- (h) "Limited Common Elements" shall mean that portion of the Common Elements managed or regulated by the Association for the exclusive use of one or more, but fewer than all of the Units. Limited Common Elements shall include, but not be limited to decks, trim, siding, roofs, gutters and downspouts on Class A units.
- (i) "Member" shall mean and refer to all those owners who are members of the Association; every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Unit.
- (j) "Municipality" shall mean and refer to the municipality within which the Property is located, being the Borough of Seven Fields.
- (k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but shall not mean or refer to any mortgagee or subsequent holder of any mortgage, unless or until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (l) "Plat" shall mean and refer to the Plats which are described above and attached hereto as part of Exhibit "A".
- (m) "Property" shall mean and refer to all lands, both Units and Common Elements, which are described in Exhibit "A" or are hereafter made subject to this Declaration.
- (n) "Unit" shall mean and refer to any townhome and its associated lot for residential use, shown on the above identified plans for Castle Creek but shall not include the

Common Elements as herein defined. There are presently a total of three-hundred seventeen (317) Units subject to this Declaration, in buildings of four (4) or six (6) Units each, on separate building lots, with each building lot divided into a separate lot for each Unit, as shown on the Plan.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; NAME OF THE COMMUNITY

Section 2.1 Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seven Fields Borough, Butler County, Pennsylvania, and is more particularly described above and in Exhibit "A", being "Castle Creek, A Planned Community" as shown on the Castle Creek Plan of Lots.

Section 2.2 Name. The name of the community to be developed within the Property is "Castle Creek, A Planned Community".

ARTICLE III

DESCRIPTION OF UNIT AND COMMON ELEMENTS

Section 3.1 Boundaries. The boundaries of each unit are coterminous with the boundaries of each Lot depicted on the Plan. For purposes of this Declaration, a "Unit" is synonymous with the term "Lot". The identifying number of each Unit is set forth on the Castle Creek Plan of Lots and amendments thereto.

Section 3.2 Maximum Number of Units. The maximum number of Units or Lots that may be created in the Property is three hundred ninety-five (395). No individual Unit may be further subdivided.

Section 3.3 Description of Common Elements. A description of the Common Elements of the community is contained in Article I (Definitions). There are no time-share estates created under this Declaration.

Section 3.4 Flexible Community. The Property is intended to be a flexible community as such term is contemplated under the Act. In particular, Declarant reserves the right to add specific additional real estate to the community, which property is currently identified as the Hillvue Forest Planned Community, consisting of 54 Townhouse units in the same plan or design as the units in Castle Creek, and adjacent to Castle Creek. The addition of such units to Castle Creek would be subject to the approval of the owners of 67% of the then current units in the Castle Creek Planned Community, and confirmation that reserve funds contributed on behalf of additional units being added would be equivalent per unit to the funds then in reserve per unit for existing units in the Castle Creek Planned Community.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1 Membership. Every person who is an Owner (as defined in Article I) of any Unit which is subject by this Declaration to assessment by the Association shall be a member of the Association. However, in the event that a member of the Association should lease his or her Unit to another person then, and only in that event, the lessee shall be entitled to all of the privileges of membership in the Association, except that the Owner will still be responsible for payment of all assessments and will still be entitled to the vote allotted to the particular Unit in question.

Section 4.2 Classes of Units. The Association shall have two (2) classes of voting membership, whose voting rights and obligations for payment of dues shall be as follows:

Class A. Class A Units shall be all individual townhomes and lots in the Plan titled and held separately from other units in the same buildings, including all buildings and units subject to this Declaration, EXCEPT buildings specifically identified as Class B Units.

Class B. Class B Units shall be the following entire buildings containing townhomes at the following addresses:

Fleming Unit F:

201 Brookside Lane
203 Brookside Lane
205 Brookside Lane
207 Brookside Lane

Watersoft Units

Unit W-1

101 Brookside Lane
103 Brookside Lane
105 Brookside Lane
107 Brookside Lane
109 Brookside Lane
111 Brookside Lane

Unit W-2

200 Brookside Lane
202 Brookside Lane
204 Brookside Lane
206 Brookside Lane

Unit W-3

208 Brookside Lane
210 Brookside Lane
212 Brookside Lane
214 Brookside Lane

Unit W-4

100 Woodhaven Drive
102 Woodhaven Drive
104 Woodhaven Drive
106 Woodhaven Drive
108 Woodhaven Drive
110 Woodhaven Drive

Class B Units are convertible into Class A Units if separate units in a Class B building are sold to separate individual owners, subject to inspection and approval of condition by the Association and subject to payment into the Class A reserves of an amount for each Class B unit being converted to a Class A unit of an amount equal to the amount then held in reserve for each existing Class A unit, pro rata.

Section 4.3 Allocation of Voting Rights and Common Expense Liability. Each Class A Unit is allocated one vote in the Association. The voting right allocated to each Class A Unit is equal with respect to all Class A Units. Each Class B Unit, being a building as defined above, shall have one vote per Unit (building), on Recreational Issues only. Recreational Issues shall be issues involving the funding of, maintenance to and/or operation of pools, playgrounds, any additional recreation facilities and common parking lots and Brookside Lane that serve the building (pool lots i.e.).

Class A Units shall pay an equal share of Common Expenses with all other Class A units, and an equal share of Recreation Fund Assessments with all other Class A Units with Class B Units contributing to the Recreation Fund on the formula below.

Class B Units shall pay the following fees: A Recreation Fund annual assessment and any Recreation Fund special assessments for the funding of construction, renovation, maintenance, operation and improvement of the pool, playgrounds, any additional recreation facilities and the parking pads on Castle Creek Drive and Mossie Loop only.

The amount of the Recreation Fund annual or special assessment to each class B Unit (building) shall be the sum of such Recreation Fund annual or special assessment to each Class A Unit, multiplied by the number of residential living units within each Class B Unit (building). By way of illustration, a Class B Unit (building) containing four residential living spaces shall pay four times the annual and special Recreation Fund assessment of a Class A Unit.

However, if a Common Expense is caused by the negligence or misconduct of any owner, or the tenant of such owner, the Association may assess such expense exclusively against his or her Unit.

Section 4.4 Election of Executive Board. All future members of the Executive Board shall be elected by the Unit Owners as a whole in accordance with the allocation of voting rights set forth in Section 4.3 above. Except as hereinabove provided, all members of the Executive Board shall serve for two-year staggered terms.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON ELEMENTS

Section 5.1 Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article V, every Class A Unit Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, and shall commence at the time of such member's acquisition of his or her Unit whether or not title to the Common Elements has been conveyed to the Association. Such easement shall include the right of access to, ingress to and egress from the Common Elements. Such easement shall also include the right to make reasonable passive recreational use of the Common Elements, and the right to use drainage facilities and utilities placed within the Common Elements. A lessee shall have all of the rights of this Section belonging to the Owner of the Unit with the exception that they are not permitted to vote and are not required to pay any assessment since the vote and the assessment remain with the Unit Owner.

Owners and tenants of Class B Units shall have the right to use of the Association pool, playgrounds, and additional recreation facilities hereafter added to the community, and no other rights with respect to the Common Elements.

Section 5.2 Title to Common Elements. Common Elements are held by the Association, free and clear of all liens and encumbrances, excepting mortgage encumbrances as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies as provided for herein, and any other restrictions or conditions existing of record.

Section 5.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association in accordance with its Rules and Regulations and Bylaws, to borrow money for the purpose of improving the Common Elements and, in aid thereof, to mortgage said Common Elements, provided that the rights of such mortgagee in said Common Elements shall be subordinate to the rights of the Owners hereunder;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;
- (c) the right of the Association, as may be provided in its Rules and Regulations and Bylaws, to suspend the enjoyment rights to recreational open spaces of any members

for any period during which any such member's assessments remains unpaid or for any infraction of its Rules and Regulations;

- (d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities within the Common Elements;
- (e) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Elements, for the installation, maintenance and inspection of the lines and appurtenances for access, ingress and egress, for public and private utilities; provided however, that such easements and rights-of-way will not be contrary to either (i) the Plat, or (ii) the purposes for which the Common Elements can be utilized under the governing ordinances of the Municipality;
- (f) the right of the Association, contingent upon the prior written approval of the Municipality, to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication and transfer of determination as to the purposes or conditions thereof shall be effective unless an instrument executed by the president of the Association and attested to by the secretary thereof certifies that after due notice in accordance with the Rules and Regulations and Bylaws of the Association, that more than fifty (50) percent of the Owners in good standing, present, in person or by proxy, at a meeting of the Association voted to approve such action;
- (g) the free right and privilege of Declarant at all times hereafter to go upon the Common Elements to construct, reconstruct, repair, renovate or correct any work heretofore or hereafter done by Declarant, its agents, servants, workmen or contractors;
- (h) the free right and privilege of Declarant, its agents, contractors, and invitees to enter upon the Common Elements at all times for purposes incident to the construction of the residential subdivision and the marketing of dwellings;
- (i) the absolute right of Declarant at any time until the conveyance of the last Unit to an Owner other than Declarant to modify the boundary lines of the individual Units, provided however, that any such change must first be approved by the Municipality; and
- (j) the right of the Association to limit the easement rights of Members to certain Common Elements by designation of such as Limited Common Elements, for the use of only certain Members.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligations of Assessments.

- (a) **Assessments.** Each Unit owner covenants and each subsequent owner, of any such Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) special assessments for maintenance, restoration or repair as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, as more fully set forth in Section 5315 of the Act. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- (b) **Notification.** The Owner of a Unit intending to sell the same shall notify the Executive Board as to his intent to sell the Unit so that the Resale Certificate required under Section 5407 of the Act may be prepared.
- (c) **Resale Certificate.** Within ten (10) days of the receipt of such notification, the Board shall prepare a Resale Certificate which shall set forth all information required under Section 5407 of the Act. This certificate shall be mailed to the place designated by the Owner. No conveyance shall discharge the personal liability of the Owner for unpaid assessments or charges whether or not shown on such certificate. Reasonable fees shall be established from time to time for the cost of preparation of such certificate as well as capital improvement and shall be paid at the time of request for such certificate. The certificate shall be signed by an officer of the Association or by an employee of the Association's management company. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as to the date of its issuance, but shall not relieve the Owner of personal liability.

Section 6.2 Purpose of Assessments, Methods of Setting Annual Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of paying the Common Expenses of the Association, including promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose. Annual Assessments shall be determined by the Board of Directors in an amount sufficient to cover anticipated operating expenses for the coming calendar year and reserves required to be maintained to meet projected maintenance and repair obligations of the Association. Unit owners shall receive at least sixty (60) days' notice of any change in annual assessments and the reasons therefore before such change becomes effective.

Section 6.3 Special Assessments for Capital Improvements, Maintenance, Restoration or Repair. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that 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 of the Common Elements, including Limited Common Elements for which the Association has assumed responsibility to the extent of the responsibility assumed, or for Common Expense Liabilities for maintenance, restoration or repairs deemed necessary by the Executive Board which are not funded by annual assessments already budgeted. Provided that any such assessment shall be effective only upon certification of the Secretary that such assessment was approved by the vote of more than fifty percent of the Owners in good standing, entitled to vote on that assessment, who must be present in person or by proxy at a meeting of the Association called and noticed for that purpose. Approved special assessments shall be lienable and collectible by the Association.

Section 6.4 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Class A Units and may be collected on a monthly or other periodic basis which may be set by the board, over such time period as it shall determine in its discretion; provided, however, that in the event that a Common Expense is caused by the negligence or misconduct of an Owner, or tenant or invitee of an Owner, the Association may assess such expense exclusively against such Owner's Unit. Annual and special assessments for Class B Units shall be limited Recreation Fund Assessments as set forth in Article 4 above.

Section 6.5 Effect of Nonpayment of Assessments; Remedies of the Association.

- (a) Any assessment not paid within a certain period of time within the due date as specified in the Bylaws and Rules and Regulations shall be subject to a fine as may be established by the Board. If the assessment and fine are not paid within thirty (30) days of the original due date, the assessment and fine shall bear interest from the due date at the highest rate permitted by law, but not to exceed eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Unit, as set forth in § 5315 of the Act, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.
- (b) Each Owner upon becoming an Owner of any Unit shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration and the Act. Each Owner agrees to pay reasonable attorney fees as established from time to time by the Board and costs incurred in the collection of any assessment against such Owner and/or his Unit, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of this Declaration or other governing documents as against such owner and/or his or her Unit.
- (c) Upon nonpayment of any assessment installment by the due date, the Association may provide 30-day notice of such delinquency. If the assessment and other amounts

due are not paid by the end of the 30-day period, the Association may do one or more of the following: (a) declare the entire balance of such annual or special assessment due and payable in full; or (b) upon registered or certified mail notice to the Owner, suspend the right of such Owner to vote and/or to use the open space portions of the Common Elements until the assessment and accrued charges are paid in full; or (c) employ other remedies available at law or equity or, without limitation of the foregoing, including either of the following procedures:

- (i) **Enforcement by Suit.** The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with late fees, interest thereon, costs of collection, court costs, and reasonable attorneys' fees. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.
- (ii) **Enforcement by Lien.** Pursuant to § 5315 of the Act, there is hereby created and perfected a claim of lien, with power of sale, on each and every Unit to secure payment to the Association of any and all assessments levied against any and all Owners of such Units pursuant to this Declaration, together with late fees, interest thereon, and all costs of collection, including reasonable attorneys' fees. At any time after the occurrence of any delinquency in the payment of any such assessment, the Association, or an authorized representative thereof, may make a written demand for payment to the delinquent owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim or lien, but any number of default may be included within a single demand or claim or lien on account of prior delinquencies, and any demand, claim or lien shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association, or its duly authorized representative, may thereafter elect to commence foreclosure or other enforcement action in court, as set forth in § 5315 of the Act.

(d) All remedies provided herein or in the Act are cumulative.

Section 6.6 Lien Priority and Divestiture. The priority of any lien for assessment authorized hereunder or by the Act, shall have such priority as against any and all other liens on a Unit, as is set forth in § 5315 of the Act. Any such lien shall be subject to divestiture only as set forth in § 5315 of the Act.

Section 6.7 Exempt Property. The Common Elements shall be exempted from the assessments, charges and liens created herein. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

EASEMENTS ON COMMON FACILITIES

Section 7.1 Easements. The Property and Common Elements shall be subject to certain sanitary sewer easements, water service easements and access easements as shown on the recorded Plats of subdivision.

ARTICLE VIII

MAINTENANCE OF COMMON ELEMENTS

Section 8.1 Maintenance Responsibility. The maintenance of Common Elements shall be the responsibility of the Association. The Common Elements shall be maintained in a structurally sound and functional condition, in compliance with all applicable laws and municipal regulations. Maintenance by the Association shall include as to Class A Units, repair and replacement of certain Limited Common Elements including roofs, trim gutters and downspouts, siding, repair and replacement of decks and rear patios, and privacy fences, concrete repairs to front stoops, chimney repairs, exterior security light fixture repair and replacement, repair and replacement of Association parking pads, grass cutting of Common Areas and yards, and repair and replacement of mailboxes.

Section 8.2 Unit Owner Maintenance. All maintenance of Class B Units (buildings) is the responsibility of Unit Owners. Class A owners are individually responsible for any additional maintenance costs, repair or replacement costs to items for which the Association has responsibility if additional costs are the result in whole or in part of Unit Owner's unapproved construction, failure to clean, stain or maintain Limited Common Elements. Unit Owners are responsible for all repairs to and replacement of doors, garage doors, windows, sidewalks, foundation walls and retaining walls, water lines, electric lines, gas lines, sewer lines, cable lines, trees and shrubs, and any other items not specifically assumed by the Association in Section 8.1 above.

ARTICLE IX

GENERAL RESTRICTIONS

Section 9.1 Restricted Improvements. All requests for alterations, removal, additions, uses, or improvements to any Unit, Common Elements, or Limited Common Elements as set

forth in the Rules and Regulations must be approved by the Declarant or the Association as set forth in the Rules and Regulations.

Section 9.2 Occupancy. No townhouse or other dwelling shall be erected on any Unit which shall be designed for occupancy by more than a single family.

Section 9.3 Restrictions Cumulative. All restrictions provided for herein shall be in addition to any restrictions contained in municipal ordinances, rules or regulations, and in all events, in the case of conflict between such rules and regulations and the restrictions provided herein, the more stringent of the two shall apply.

ARTICLE X

RETENTION OF SPECIAL DECLARANT RIGHTS

Intentionally Omitted.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Duration and Amendment. The covenants and restrictions of this Declaration shall run and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns and the Municipality, perpetually. This Declaration, including the Plats, may be amended only by the affirmative votes (in person or by proxy) or written consent of members in good standing representing over fifty percent (50%) of the total voting power of the Association, and approved in writing by the Municipality (to the extent affecting any right of the Municipality), except as otherwise specified below or in the Act.

Section 11.2 Recordation of Amendments. Every Amendment to this Declaration must be recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania in order to become effective.

Section 11.3 Technical Corrections. The Executive Board may effect one or more appropriate corrective amendments without the approval of the Unit Owners or the holders of liens, in accordance with the authorization and procedures set forth in § 5219(f) of the Act.

Section 11.4 Indemnification of Officers, Executive Board and Committee Members. The Association shall indemnify every Executive Board members, officer and committee member, his heirs, executors and administrators, against all loss, cost and expenses, including attorneys' fees. reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being, or having been, an Executive Board

member, officer or committee member, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association as common expenses.

Section 11.5 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 11.6 Enforcement. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or Municipality or 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.

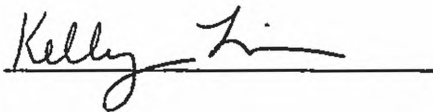
Section 11.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant, by its duly authorized officer, has executed this Declaration effective as of the day and year first set forth above.

Final

ATTEST:

Castle Creek Homeowners Association

Handwritten signature of Kelly Lin in cursive, written over a horizontal line.Handwritten signature of John Ostermann in cursive, written over a horizontal line.

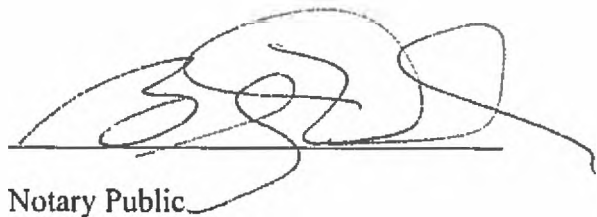
By: John Ostermann
Its: President

Commonwealth of Pennsylvania

County of Butler

On this, the 21st day of December, 2018, before me, the undersigned officer, personally appeared John Ostermann, President of Castle Creek Homeowners Association, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained and acknowledge the foregoing to be his free act and deed.

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



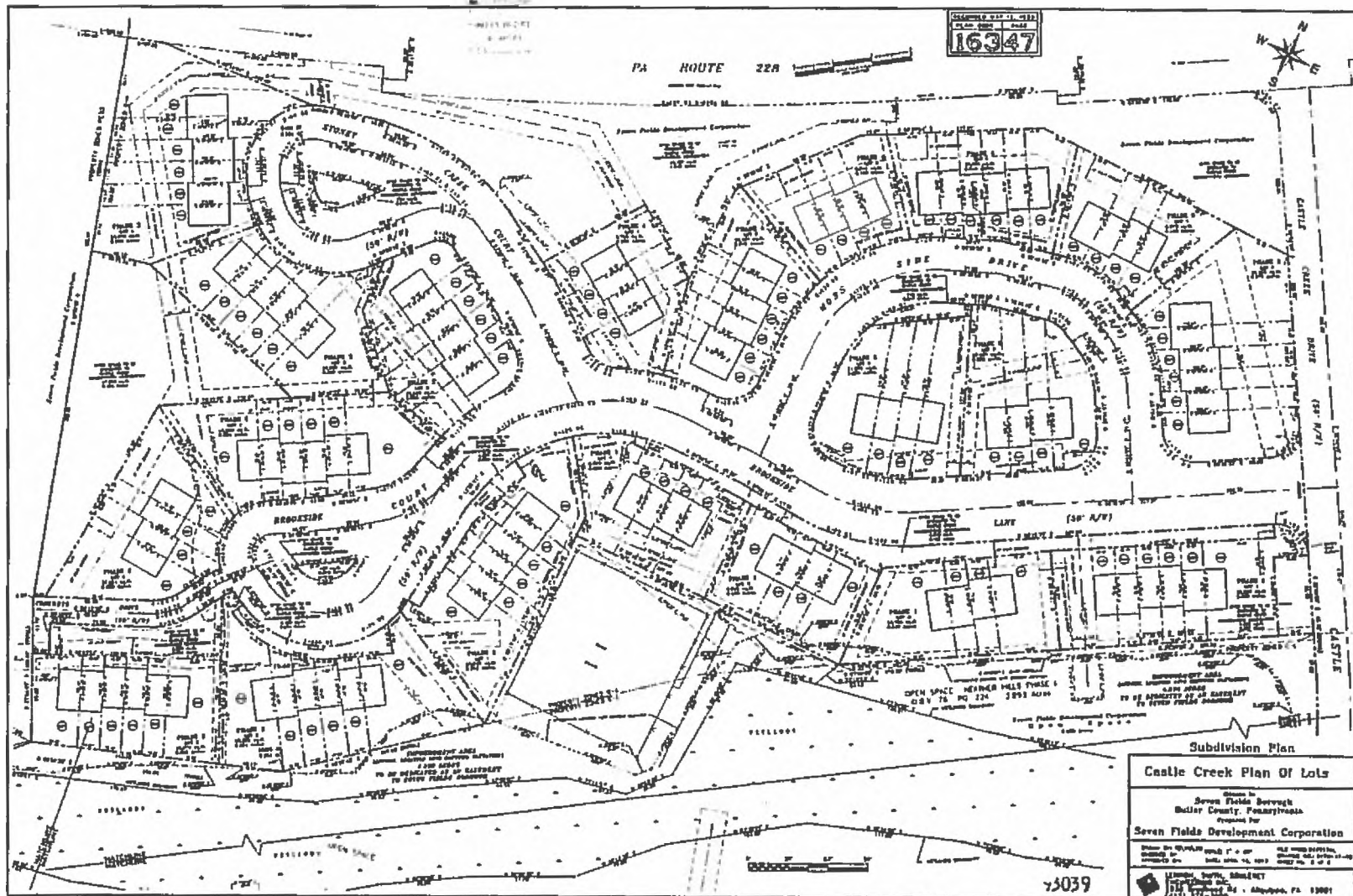
Notary Public

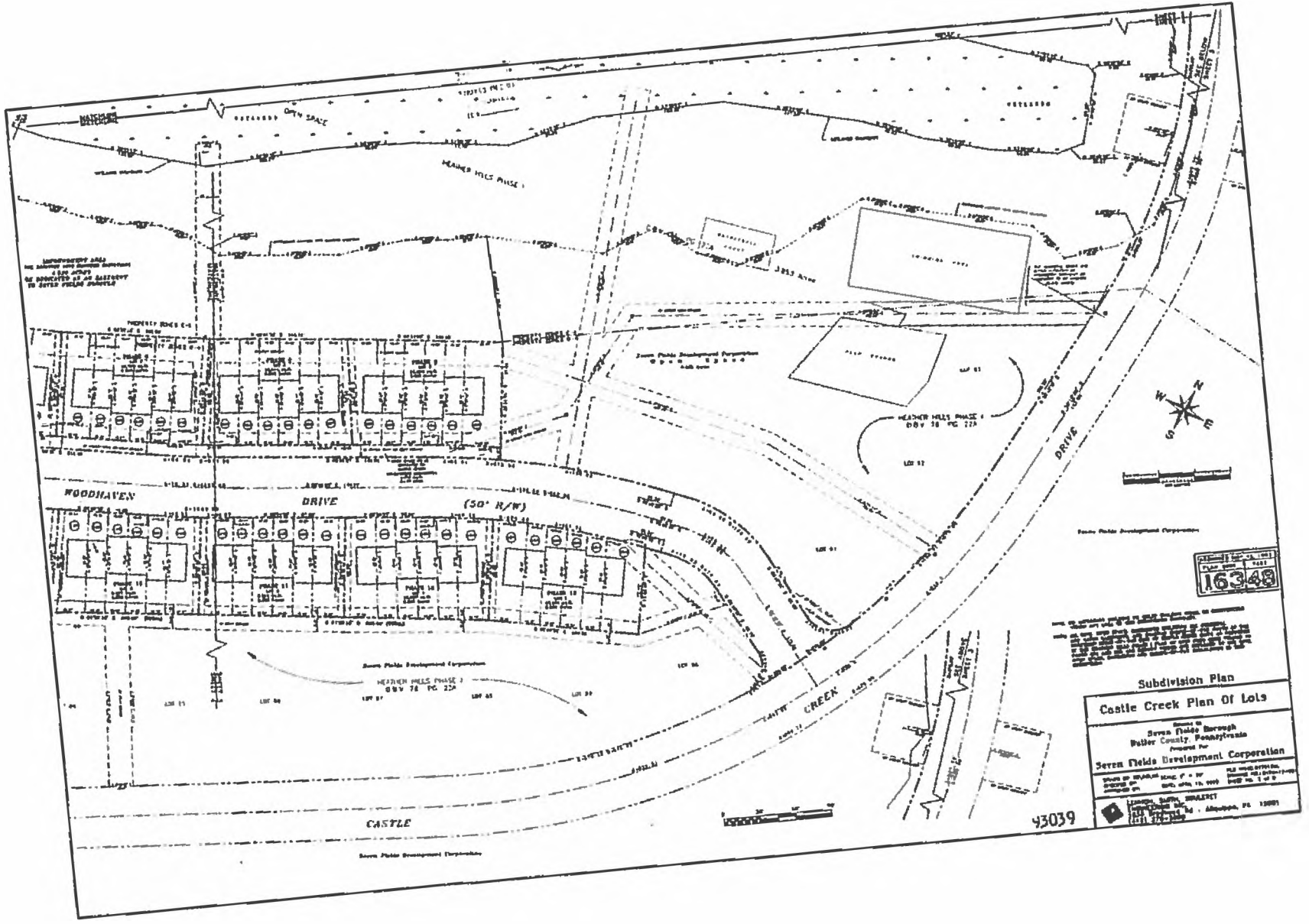
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Bradley S. Dornish, Notary Public
Allegheny County
My commission expires October 26, 2021
Commission number 1041729
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Mail to:

Bradley S. Dornish, Esq.
Dornish Law Offices, P.C.
1207 Fifth Avenue
Suite 300
Pittsburgh, Pa. 15219





IMPROVEMENTS SHALL BE MADE BY THE OWNER HEREON TO BE SHOWN AS AN EASEMENT TO SAID PLOTS AND SHALL BE SHOWN AS AN EASEMENT TO SAID PLOTS AND SHALL BE SHOWN AS AN EASEMENT TO SAID PLOTS

PROPERTY ZONE C-1

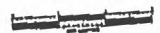
WOODHAVEN DRIVE

DRIVE (50' R/W)

Seven Fields Development Corporation
HEATHER HILLS PHASE 2
DBV 78 PG 224

CASTLE

Seven Fields Development Corporation



Seven Fields Development Corporation

16348

THIS PLAN IS SUBJECT TO THE RECORDS OF THE COUNTY OF BUTLER, PENNSYLVANIA, AND THE RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA. THE RECORDS OF THE COUNTY OF BUTLER, PENNSYLVANIA, AND THE RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA, SHALL BE CONSULTED FOR A COMPLETE LIST OF THE RECORDS OF THE COUNTY OF BUTLER, PENNSYLVANIA, AND THE RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA.

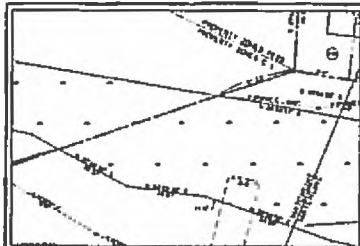
Subdivision Plan
Castle Creek Plan of Lots

Prepared by
Seven Fields Development Corporation
Seven Fields Borough
Butler County, Pennsylvania

DATE OF ORIGINAL PLAN: 7-1-87
REVISED BY: [blank]
DATE OF THIS PLAN: 12-1-88

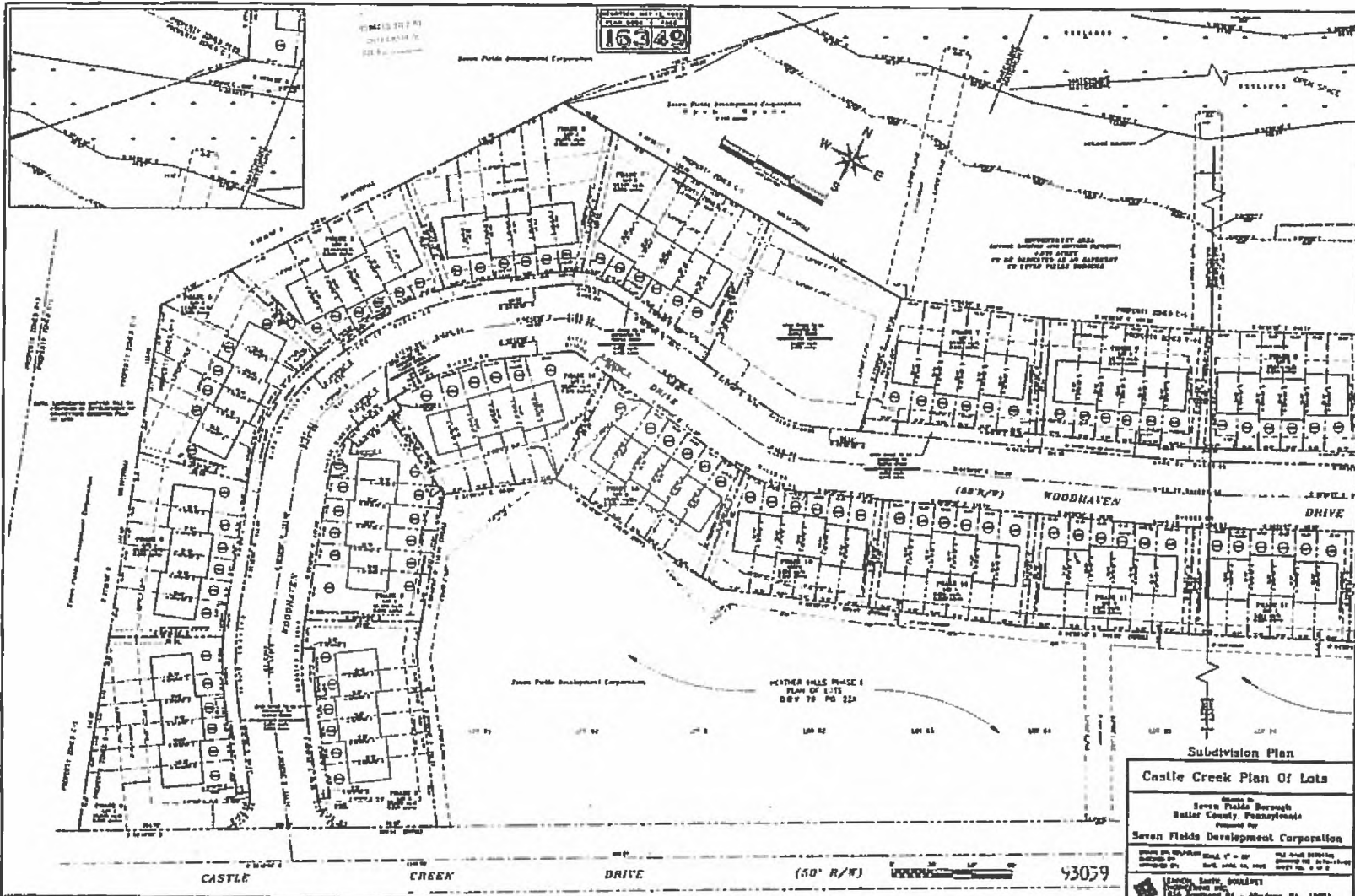
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-1-88 BY 1045/STP/STP

43039



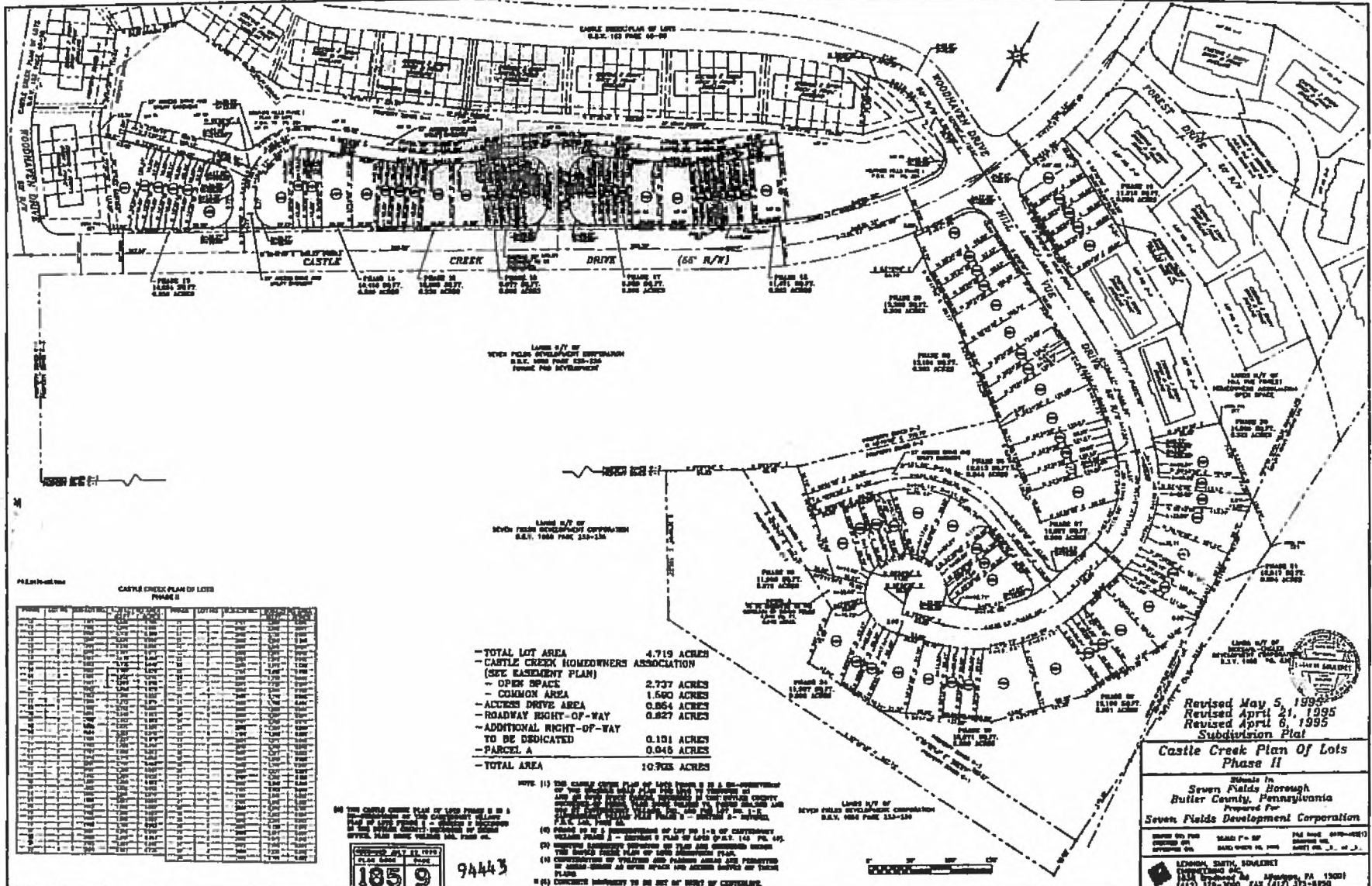
SCALE 1" = 40'

16349



Subdivision Plan
Castle Creek Plan Of Lots
 Situated in
 Seven Fields Borough
 Butler County, Pennsylvania
 Proposed by
Seven Fields Development Corporation
 Plans on this plan: 100' x 100' and 100' x 150'
 100' x 100' and 100' x 150'
 100' x 100' and 100' x 150'
 100' x 100' and 100' x 150'

43059



CASTLE CREEK PLAN OF LOTS PHASE II

LOT NO.	ACRES	OWNER	REMARKS
1	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
2	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
3	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
4	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
5	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
6	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
7	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
8	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
9	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
10	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
11	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
12	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
13	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
14	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
15	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
16	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
17	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
18	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
19	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
20	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
21	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
22	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
23	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
24	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
25	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
26	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
27	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
28	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
29	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
30	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
31	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
32	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
33	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
34	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
35	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
36	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
37	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
38	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
39	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
40	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
41	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
42	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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45	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
46	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
47	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
48	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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50	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
51	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
52	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
53	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
54	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
55	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
56	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
57	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
58	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
59	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
60	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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66	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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69	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
70	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
71	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
72	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
73	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
74	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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80	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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82	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
83	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
84	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
85	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
86	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
87	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
88	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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90	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
91	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
92	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
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96	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
97	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
98	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A
99	0.101	SEVEN FIELDS DEVELOPMENT CORPORATION	TO BE DEDICATED
100	0.046	SEVEN FIELDS DEVELOPMENT CORPORATION	PARCEL A

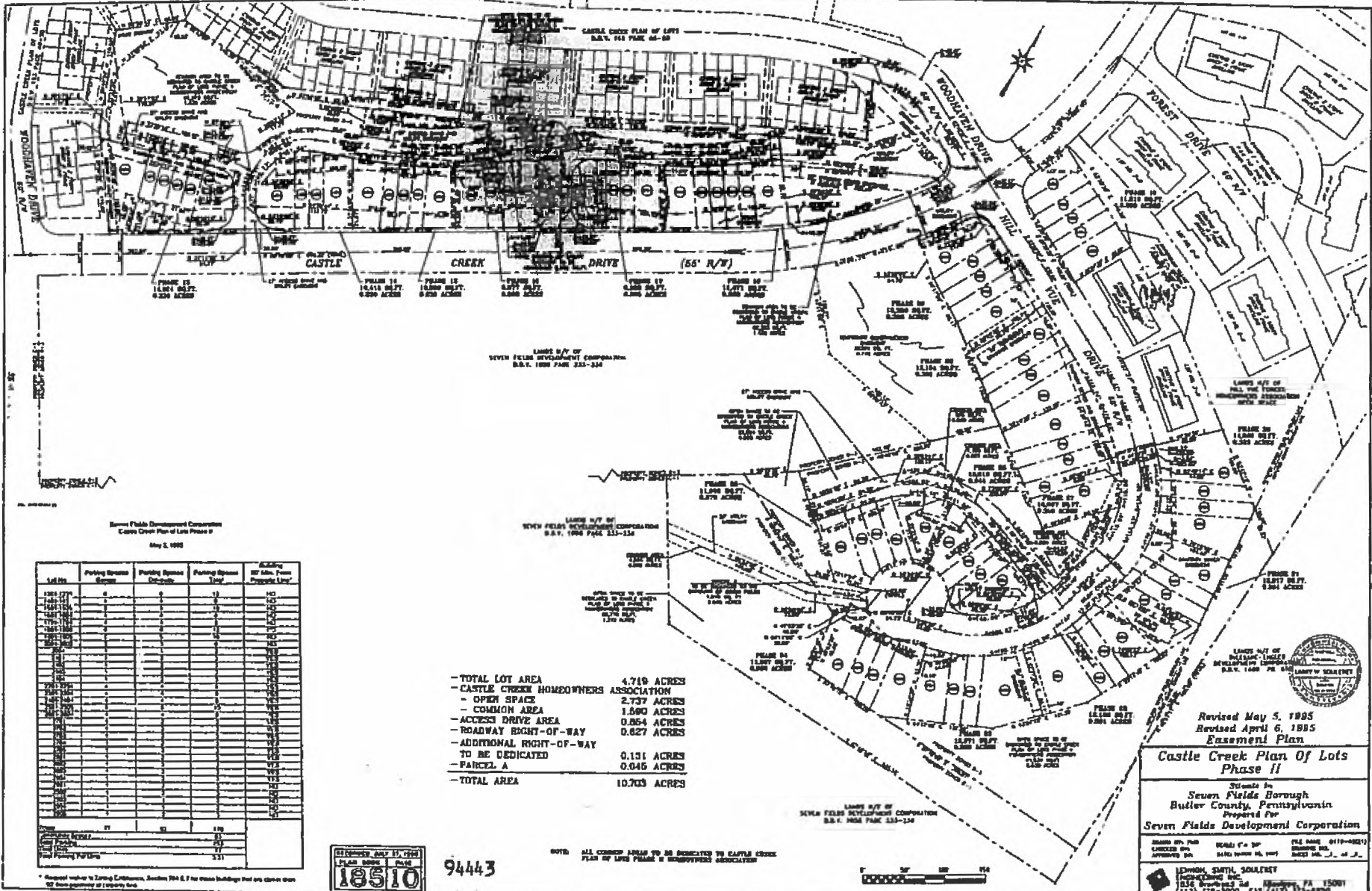
- TOTAL LOT AREA 4.719 ACRES
- CASTLE CREEK HOMEOWNERS ASSOCIATION (SEE EASEMENT PLAN)
- OPEN SPACE 2.737 ACRES
- COMMON AREA 1.580 ACRES
- ACCESS DRIVE AREA 0.864 ACRES
- ROADWAY RIGHT-OF-WAY 0.827 ACRES
- ADDITIONAL RIGHT-OF-WAY TO BE DEDICATED 0.101 ACRES
- PARCEL A 0.046 ACRES
- TOTAL AREA 10.928 ACRES

NOTE: (1) THE CASTLE CREEK PLAN OF LOTS PHASE II IS A SUB-DIVISION OF THE SEVEN FIELDS DEVELOPMENT CORPORATION AND IS SUBJECT TO THE EASEMENT PLAN AND THE COMMON AREA PLAN OF LOTS PHASE I. (2) THE COMMON AREA PLAN OF LOTS PHASE I IS A SUB-DIVISION OF THE SEVEN FIELDS DEVELOPMENT CORPORATION AND IS SUBJECT TO THE EASEMENT PLAN AND THE COMMON AREA PLAN OF LOTS PHASE I. (3) THE EASEMENT PLAN OF LOTS PHASE I IS A SUB-DIVISION OF THE SEVEN FIELDS DEVELOPMENT CORPORATION AND IS SUBJECT TO THE EASEMENT PLAN AND THE COMMON AREA PLAN OF LOTS PHASE I. (4) THE COMMON AREA PLAN OF LOTS PHASE I IS A SUB-DIVISION OF THE SEVEN FIELDS DEVELOPMENT CORPORATION AND IS SUBJECT TO THE EASEMENT PLAN AND THE COMMON AREA PLAN OF LOTS PHASE I.

185 9 94443

Revised May 5, 1895
 Revised April 21, 1995
 Revised April 6, 1995
 Subdivision Plat
Castle Creek Plan of Lots Phase II
 Situated in
 Seven Fields Borough
 Butler County, Pennsylvania
 Prepared for
 Seven Fields Development Corporation

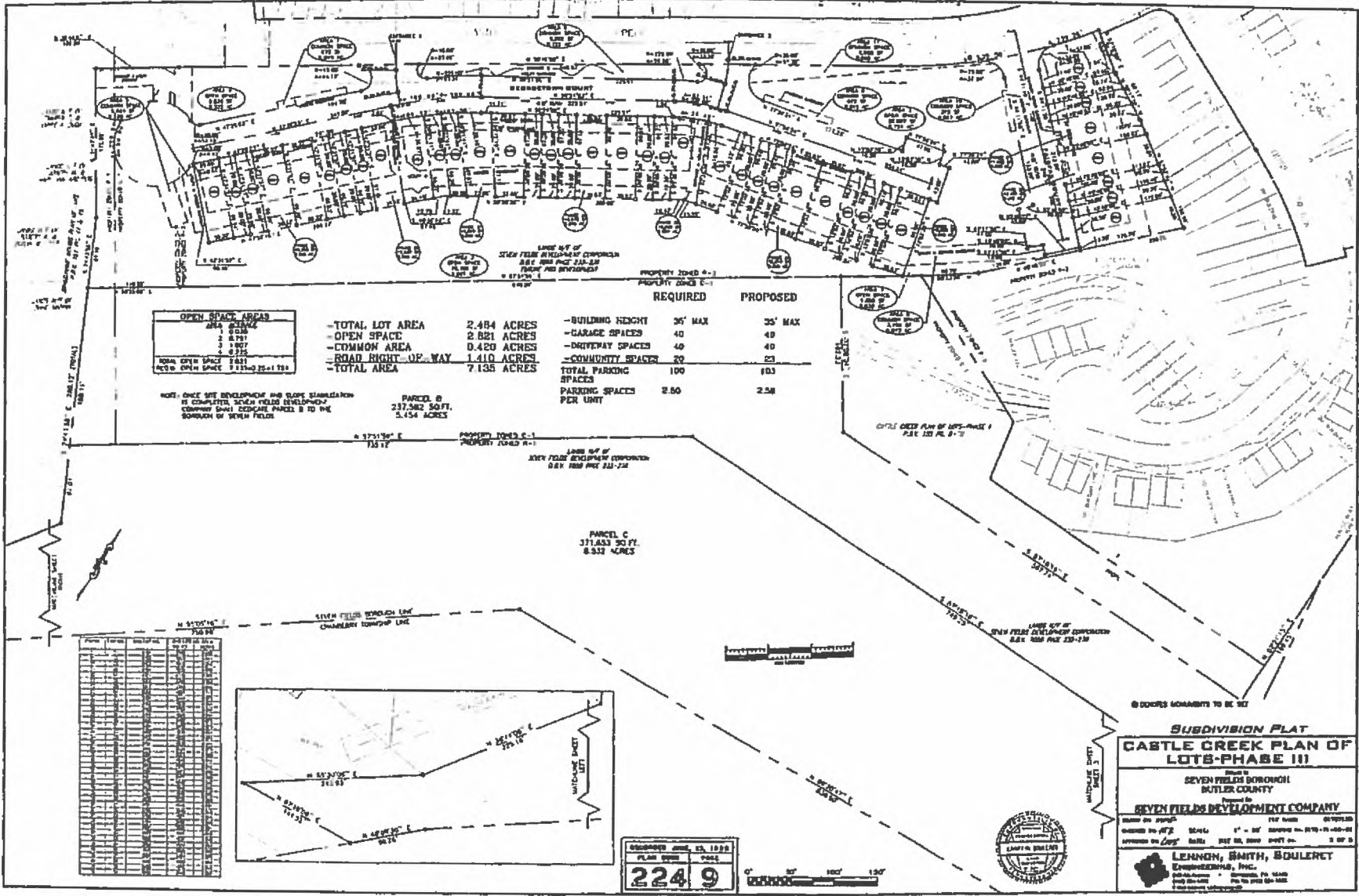
SEVEN FIELDS DEVELOPMENT CORPORATION
 1500 BROADWAY, SUITE 100
 PITTSBURGH, PA 15201
 (412) 378-3000 FAX (412) 378-8750



Seven Fields Development Corporation
Castle Creek Plan of Lots Phase II
May 5, 1985

Lot No.	Parking Spaces	Parking Spaces	Parking Spaces	Area of Min. Two Proposed Lots
1261-1271	0	0	12	100
1281-1291	0	0	12	100
1301-1311	0	0	12	100
1321-1331	0	0	12	100
1341-1351	0	0	12	100
1361-1371	0	0	12	100
1381-1391	0	0	12	100
1401-1411	0	0	12	100
1421-1431	0	0	12	100
1441-1451	0	0	12	100
1461-1471	0	0	12	100
1481-1491	0	0	12	100
1501-1511	0	0	12	100
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1821-1831	0	0	12	100
1841-1851	0	0	12	100
1861-1871	0	0	12	100
1881-1891	0	0	12	100
1901-1911	0	0	12	100
1921-1931	0	0	12	100
1941-1951	0	0	12	100
1961-1971	0	0	12	100
1981-1991	0	0	12	100
2001-2011	0	0	12	100
2021-2031	0	0	12	100
2041-2051	0	0	12	100
2061-2071	0	0	12	100
2081-2091	0	0	12	100
2101-2111	0	0	12	100
2121-2131	0	0	12	100
2141-2151	0	0	12	100
2161-2171	0	0	12	100
2181-2191	0	0	12	100
2201-2211	0	0	12	100
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2241-2251	0	0	12	100
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2321-2331	0	0	12	100
2341-2351	0	0	12	100
2361-2371	0	0	12	100
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3181-3191	0	0	12	100
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3961-3971	0	0	12	100
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4081-4091	0	0	12	100
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6481-6491	0	0	12	100
6501-6511	0			

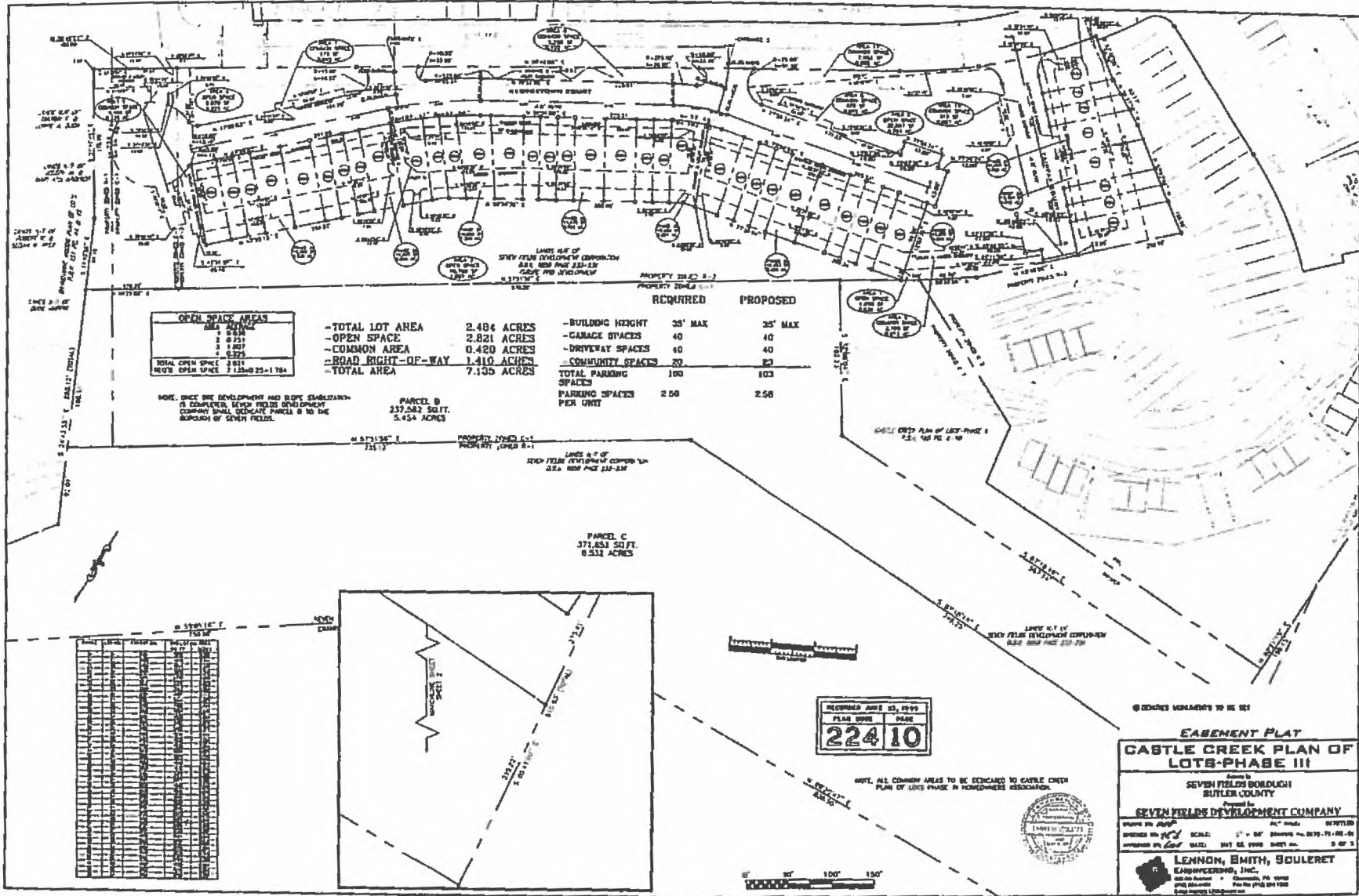
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RECORDED JUNE 23, 1998
 PLAN NUMBER 2249



SUBDIVISION PLAT
CASTLE CREEK PLAN OF LOTS-PHASE III
 Borough of SEVEN FIELDS BOROUGH
 BUTLER COUNTY, PA.
 Prepared by
SEVEN FIELDS DEVELOPMENT COMPANY
 1000 North Main Street, Suite 100
 Seven Fields, PA 16069
 LENNON, SMITH, SOULIER
 ENGINEERS, INC.
 1000 North Main Street, Suite 100
 Seven Fields, PA 16069



OPEN SPACE AREAS	
AREA A	1.824
AREA B	1.071
AREA C	1.007
AREA D	0.321
TOTAL OPEN SPACE	4.223
NET OPEN SPACE	7.135-1.784

-TOTAL LOT AREA	2.486 ACRES
-OPEN SPACE	2.821 ACRES
-COMMON AREA	0.480 ACRES
-ROAD RIGHT-OF-WAY	1.410 ACRES
-TOTAL AREA	7.135 ACRES

	REQUIRED	PROPOSED
-BUILDING HEIGHT	35' MAX	35' MAX
-GARAGE SPACES	40	40
-DRIVEWAY SPACES	40	40
-COMMUNITY SPACES	20	20
TOTAL PARKING SPACES	100	100
PARKING SPACES PER UNIT	2.00	2.50

NOTE: SINCE THE DEVELOPMENT HAS NOT COMPLETED, SEVEN FIELDS DEVELOPMENT COMPANY SHALL DEDICATE PARCELS B TO THE BOUNDARY OF SEVEN FIELDS.

PARCEL B
237,282 SQ. FT.
5.454 ACRES

PARCEL C
371,831 SQ. FT.
8.531 ACRES

Lot No.	Area	Notes
1	1.824	
2	1.071	
3	1.007	
4	0.321	
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RECORDED JUNE 13, 1999
PAGE 0001
22410
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NOTE: ALL COMMON AREAS TO BE DEDICATED TO CASTLE CREEK PLAN OF LOTS PHASE III HOMEOWNERS ASSOCIATION.



**EASEMENT PLAT
CASTLE CREEK PLAN OF
LOTS-PHASE III**

SEVEN FIELDS BOLDGUGH BUTLER COUNTY
Prepared by
SEVEN FIELDS DEVELOPMENT COMPANY
SHOWN BY *AS SHOWN* SCALE: 1" = 50' DRAWING NO. 22410-01
APPROVED BY *AS SHOWN* DATE: MAY 05, 1999 SHEET NO. 3 OF 3
LENNON, SMITH, SOULIER
ENGINEERING, INC.
400 4th Avenue • Columbus, PA 16802
PH: 610-925-1111 FAX: 610-925-1112
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