

# Hastings Maintenance Summary

The following information is current as of April 19, 2023

All information is subject to change as permitted in accordance with the terms of the Community Documents.

General Maintenance Responsibilities	Single Family Detached Homes (Type A) (No Services)	Town Homes (Type B)	Carriage Homes (Type B) (With Fences)	Single Family Detached Homes (Type C) (With Services)	Mews (Type D)	Crossroads (Type E)
Lawn care – grass mowing, fertilization, and reasonably practical weed control within accessible areas.	Homeowner	Association	Association	Accessible areas: Association Inaccessible areas: Homeowner	Association	N/A
Trees, shrubs and planting beds planted by builder or by the Association – trimming, weeding, and fertilization within accessible areas.	Homeowner	Association	Association	Accessible areas: Association Inaccessible areas: Homeowner	Association	N/A
Landscaping planted by Homeowner.	Homeowner	Homeowner	Homeowner	Homeowner	Homeowner	N/A
Snow removal and ice treatment on all sidewalks abutting a Unit, driveways, and service walks on Units (except within rear yards).	Homeowner	Association	Association	Accessible areas: Association Inaccessible areas: Homeowner	Association	N/A
Snow removal and ice treatment on surfaces within rear yards (if applicable) of Units.	Homeowner	Homeowner	Homeowner	Homeowner	Homeowner	N/A
Snow removal and ice treatment on sidewalks abutting Common Facilities.	Association	Association	Association	Association	Association	Association
Maintenance, repair and replacement of all improvements to a Unit, including sewer ejector pumps, if any.	Homeowner	Homeowner	Homeowner	Homeowner	Homeowner	See Note C
Maintenance, repair and replacement of the Common Facilities and all improvements thereto, including Walking Trails and private streets and alleys, together with all Belgian Block curbing.	Association	Association	Association	Association	Association	Association
Maintenance, repair and replacement of Common Element portions of a Building, including Common Element roofs, exterior walls and foundation	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	Association
<b>Insurance</b>						
Property insurance equal to the replacement value of the Unit and all structures comprising part of the Unit or located on the Unit, as well as personal property and improvements and betterments for a Unit. Comprehensive general liability insurance covering occurrences arising out of or in connection with the ownership of a Unit in an amount not less than \$500,000.00.	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	See Note D (Typically form HO-6)
Property insurance on the Common Facilities equal to the replacement cost thereof and on personal property of the Association in the amount of their actual cash value. Comprehensive general liability insurance covering occurrences arising out of or in connection with the Common Facilities in an amount not less than \$1,000,000.00.	Association	Association	Association	Association	Association	Association
<b>Assessments</b>						
Total Monthly Assessments paid to Hastings Neighborhood Association, Inc. ("Association")	\$71 per month	\$118 per month	\$125 per month	\$144 per month	\$106 per month	\$219 per month
Total Initial Assessment paid to the Association	\$400	\$400	\$400	\$400	\$400	\$400

NOTE A: South Fayette Township will be responsible for snow removal from and ice treatment of completed public streets after dedication and acceptance.

NOTE B: The budget of the Association includes reserves for replacement of Common Elements. In the event that reserves for replacements are insufficient when replacements are required, the Association will levy special assessments for capital improvements pursuant to the Community Documents.

NOTE C: Crossroads (Type E) Homes- All structural and exterior components maintained, repaired, and replaced by Association; all interior components maintained,

repaired, and replaced by the Homeowner.

NOTE D: Buildings contained Crossroads (Type E) Homes are insured by the Association with homeowner reimbursement of cost to the Association. Property insurance includes improvements and betterments to the home in the amount of 15% of the insurable value of the home.

**This summary is not a substitute for the Community Documents. Purchasers must refer to all Community Documents, and other recorded documents (including the Declaration and subdivision and land development plans), for rights and obligations of ownership in Hastings. If there are any questions, purchasers should seek the advice of their real estate counselor or attorney.**

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**PUBLIC OFFERING STATEMENT**  
**FOR**  
**HASTINGS, A PLANNED COMMUNITY**

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NAME OF PLANNED  
COMMUNITY: Hastings, A Planned Community

PRINCIPAL ADDRESS OF  
PLANNED COMMUNITY: Mayview Road, South Fayette Township, Allegheny  
County, Pennsylvania

NAME OF DECLARANT: Charter Homes at Hastings, Inc.

PRINCIPAL ADDRESS  
OF DECLARANT: 1190 Dillerville Road  
Lancaster, Pennsylvania 17601

EFFECTIVE DATE OF PUBLIC  
OFFERING STATEMENT: June 19, 2017; last revised February 21, 2018

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## Disclosure

**A. Within seven (7) days after receipt of the Public Offering Statement, or an amendment to the Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant.**

**B. If the Declarant fails to provide the Public Offering Statement and all then currently effective amendments thereto before conveying a Unit, the purchaser may recover from the Declarant damages as provided in Section 5406(c) of the Act (relating to purchaser's right to cancel). The damages set forth in Section 5406(c) of the Act include purchaser's right to receive from the Declarant an amount equal to 5% of the sales price of the Unit up to a maximum of \$2,000 or actual damages, whichever is the greater amount, as well as any other applicable relief. A minor omission or error in the Public Offering Statement or an amendment thereto that is not willful shall entitle the purchaser to recover only actual damages, if any.**

**C. If a purchaser receives the Public Offering Statement more than seven (7) days before signing a contract, the purchaser cannot cancel the contract unless there is an amendment to the Public Offering Statement that would have a material and adverse effect on the rights or obligations of that purchaser.**

### **1. INTRODUCTION**

This Public Offering Statement, prepared in compliance with Chapter 54 of the Pennsylvania Uniform Planned Community Act (the "Act"), is divided into two parts; a narrative portion (the "Narrative") and an exhibit portion (the "Exhibits").

The Narrative contains descriptions of various aspects of Hastings, A Planned Community (the "Community" or "Hastings"). This Narrative will describe significant features of the documentation by which the Community are created and under which it will be governed, together with additional information of importance and interest to prospective purchasers of Units in the Community.

The Exhibits attached to this Public Offering Statement include the following:

(a) The Declaration Plats and Plans (in reduced size), which are a graphic depiction of the real estate comprising the Community, consisting of the Subdivision Plan and a certification from the engineer (the "Plats and Plans");

(b) The Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania (the "Declaration") to be recorded with the Allegheny County Department of Real Estate;

(c) The Bylaws of Hastings Neighborhood Association, Inc., which provide for the governance of the Association (the "Bylaws");

- (d) The Projected Operating Budget for the Association for 2017;
- (e) Maintenance Summary;
- (f) The proposed forms of Purchase Agreement for the purchase of a Unit in the Community (each, a "Purchase Agreement");
- (g) The Declaration of Easements, Covenants and Restrictions, recorded in the Allegheny County Department of Real Estate in Deed Book Volume 16825, Page 168 (the "Cameron Declaration"); and
- (h) The Declaration of Restrictions and Covenants that the Declarant recorded in the Allegheny County Department of Real Estate in Deed Book Volume 16823, Page.383 (the "PCSM Instrument").

This Narrative is intended to provide only an introduction to the Community, and not a complete or detailed discussion. Consequently, the Exhibits should be reviewed in depth, and if there is any inconsistency between information in this Narrative and information in the Exhibits, the Exhibits will govern. **No sales or other representatives may make any oral or written representation changing any of the terms and conditions of this Public Offering Statement or any of the documents attached as Exhibits, or attempt to interpret their legal effect.**

All capitalized terms used in this Public Offering Statement and not expressly defined herein will have the same meanings as are ascribed to those terms in (i) the Act, (ii) the Declaration and Bylaws of the Community or (iii) all of the foregoing.

## 2. OVERVIEW OF THE PLANNED COMMUNITY CONCEPT

### A. Units, Common Elements and Limited Common Elements

A planned community in Pennsylvania is a variation of a typical subdivision containing properties that are designated for separate ownership or occupancy. Other portions of the real estate in a planned community are reserved as "common areas." Common areas may include open spaces, private streets, storm water management facilities, walking trails, parking areas or other amenities which are available for the use and enjoyment of all of the owners in the community.

An association is created to own and administer the common areas. The members of the association are the owners of the lots, dwellings and/or portions of structures designated for separate ownership or occupancy within the community. Under the planned community governing documents, association members are required to pay all costs with respect to the common areas. In particular, the Act says that if an individual owner is required to pay for the *"real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the [community] other than the portion or interest owned solely by the [individual owner],"* that by definition is a "planned community." Membership in the association and responsibility for the obligations of the

association go along with ownership of a unit within a planned community, whether or not an owner uses the common areas.

The Act defines a physical portion of a planned community designated for separate ownership or occupancy as a "unit." The exact boundaries of a unit will be described in the planned community declaration and depicted on the applicable plats and plans. An owner of a unit is known as a "unit owner."

All other portions of the planned community other than the units are known as "common elements." A unit owner may also be entitled to the use of certain portions of the community either exclusively or in conjunction with some but not all of the other unit owners. These areas are called "limited common elements."

A planned community in Pennsylvania can take many forms. For example, a planned community can resemble a typical residential subdivision containing subdivided building lots which are owned by individual homeowners. A planned community can also contain townhome units. Just like the owner of a detached single-family home on a subdivided lot, the townhome homeowner is the sole owner of fee simple title to his home, and in some cases, the subdivided lot or land on which the home is located. A planned community can also contain non-residential units. The non-residential unit owner may be the sole owner of fee simple title to a lot containing a building, or a portion of a building designated for separate ownership.

#### B. Allocated Interests and Common Expense Assessments

Each unit in a planned community is assigned a factor called an "Allocated Interest" which is usually expressed in the form of a fraction or percentage of the whole. This Allocated Interest gives each unit owner the right (subject to the terms of the Act, the declaration and the bylaws of the association) to use and participate in the control of the common elements in common with the other unit owners in the community through membership in the association. The Allocated Interest also imposes upon each unit owner the obligation to pay a percentage of the expenses of operating and maintaining the planned community. The amount of these "common expenses" is determined in annual budgets established by the executive board (the board of directors) of the association.

### 3. THE DECLARANT

The Declarant of the Community is Charter Homes at Hastings, Inc., a Pennsylvania corporation (the "Declarant"). The Declarant's principal address is 1190 Dillerville Road, Lancaster, Pennsylvania 17601.

### 4. THE ASSOCIATION

All Unit Owners in Hastings will be members of Hastings Neighborhood Association, Inc. (the "Association"). The powers, responsibilities and governance of the Association are described in detail in the Declaration and the Bylaws included in the Exhibits portion of this Public Offering Statement. The number of votes allocated to each Unit is determined as set



forth in Article II of the Declaration. Cumulative voting shall be permitted for the purpose of electing members to the executive board of the Association but for no other Association matters. For purposes of votes for which cumulative voting is permitted, every Unit Owner entitled to vote shall have the right to multiply the number of votes to which such Unit Owner is entitled by the total number of members of the Executive Board to be elected in the same election by the Unit Owners, and such Unit Owners may cast all of its votes for one candidate or such Unit Owner may distribute its votes among any two or more candidates. Further, class voting is permitted, as described in Article II of the Declaration and the Bylaws, respectively.

## 5. **GENERAL DESCRIPTION OF HASTINGS**

### A. **Description of the Community**

Hastings is located on a tract of land initially containing a total of approximately 64 acres along Mayview Road in South Fayette Township, Allegheny County, Pennsylvania (the "Property"). The Property is depicted on the Chart Homes at Hastings Plan, recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157 (as further supplemented or amended from time to time, the "Subdivision Plan"). Hastings is located on land that the Declarant intends to develop into additional communities or sell to other parties for development (the "Project Property"). The Project Property contains approximately 81.33 acres and is situated generally along Mayview Road.

The Community will be developed in stages and pursuant to the below, additional land may be added to the Community. If all of the stages comprising Phases 1 and 2 on the Subdivision Plan are developed, Declarant anticipates that the Community will contain 312 Units, subject nevertheless to amendment or modification of the Subdivision Plan. If Declarant elects to create additional Units in Phases 1 and 2 of the Community, Declarant may be required to seek municipal approval for some or all of those additional Units.

Other portions of the Project Property are designated as "Additional Real Estate" in the Declaration. The Additional Real Estate is not presently a part of the Community. In the event the Declarant desires to expand the Community in the future, some or all of the Additional Real Estate may be added to the Community. The projected total number of Units set forth in the preceding paragraph does not include the Units that could be created in the Additional Real Estate, if any or all of the Additional Real Estate is added to the Community.

### B. **Description of the Units**

The Declarant presently intends to offer a variety of types of Units in the Community. The Units within the Community may be Residential Units or Non-Residential Units. Initially, each Residential Unit in the Community is intended to consist of an unimproved residential lot and, if and when constructed, a dwelling. Declarant presently intends to offer custom-designed, traditionally-inspired, village style dwellings in several different models. Dwellings in the Community are currently expected to be either detached single family homes or attached townhome style homes, but Declarant reserves the right to offer other

housing styles. Purchasers will be able to select from a number of available floor plans. Additional options and customizations will be available to purchasers as upgrades and modifications to the standard floor plans.

The dwellings will front directly on streets or service alleys within the Community, and some Units may have rear loaded garages accessed from service alleys.

Declarant presently anticipates that every residential dwelling will have at least a two-car garage, and may also have a basement, porches, patios and/or decks. Exteriors may be cementitious siding, brick and/or stone. Each Residential Unit will initially be landscaped and improved with a driveway by the Declarant, though weather conditions may prevent the completion of landscaping, a driveway and other similar outdoor improvements until a reasonable period of time after construction of the dwelling has been completed.

Declarant anticipates that each Residential Unit will be served by a gas heat pump and central air conditioning. Ranges, dryers and water heaters will be gas or electric. Gas fireplaces may be offered as an option in certain models.

Declarant may offer other housing styles, including apartment-style housing and housing not on individually-subdivided lots. Declarant may also offer housing with different features than those outlined above.

The Community may also contain Non-Residential Units. Non-Residential Units may be attached or detached, and may or may not be interior space Units. Non-Residential Units may be used for any proper non-residential purpose, including without limitation retail and office uses; provided that any such use conforms with any Rules and Regulations promulgated by the Association and with the applicable Township zoning regulations, as the same may be amended from time to time.

***The Declarant (in its sole discretion) reserves the absolute right to change the types or models of dwellings (including exterior and interior finishes, sizes and composition) and/or the types of Units it may offer within the Community from time to time based on market conditions, Unit sales, unexpected site conditions and otherwise as the Declarant deems advisable. This means that a Unit Owner may not rely on a specific type or size of dwelling being constructed within the remainder of the Community.***

#### C. Description of the Common Elements

The Common Elements in the Community may include, among other things, streets, service alleys, sidewalks, outdoor parking, retaining walls and fences, open space, stormwater management facilities and other common infrastructure facilities that have not been accepted for dedication to the public, and certain portions of the exterior of Units and structures within the Community.

A system of interior streets and alleys connect the Community with Mayview Road (S.R. 3005), a public road maintained by the Pennsylvania Department of Transportation. The streets and alleys of the Community will be constructed by the Declarant substantially as shown on the Plats and Plans and may be used by the owners and occupants of the

Project Property. Pursuant to the Subdivision Plan, some of the streets in the Community will be offered for dedication to South Fayette Township (the "Township") as public streets. Upon completion, and until such time as they are accepted for dedication by the Township, the streets will be maintained and repaired by the Association pursuant to the Declaration. Other streets and alleys will be private streets, which will also be maintained by the Association.

Limited Common Elements are Common Elements allocated for the exclusive use of one or more but fewer than all of the Units in the Community. Certain parking areas and sidewalks as well as open space areas may be designated as Limited Common Elements.

The accessible areas of landscaping, including lawns, shrubs and trees on attached townhome-style Residential Units (being Type B Units) and certain single family detached-style Residential Units designated for services (being Type C Units) are designated as Limited Common Elements to the extent (1) installed by the Association; or (2) installed as part of the improvement of the Community prior to, or in connection with, the first certificate of occupancy issued for a dwelling on the Unit and shall be maintained, repairs and replaced by the Association. In addition, for the limited purpose of snow removal and ice treatment (which shall be performed by the Association), the following areas of Type B Units and Type C Units are also designated as Limited Common Elements: Unit driveways, sidewalks (including those within or abutting Type B Units and Type C Units), service walks and other walkways, provided such areas are not located at the rear of a Unit and are not located within enclosed fences or other structures. All other maintenance, repair and replacement obligations for these Limited Common Element areas are the responsibility of the applicable Unit Owners.

In contrast to the above, generally speaking, the accessible areas of landscaping, including lawns, shrubs and trees on Type A Units are not Limited Common Elements (except as otherwise expressly set forth in the Declaration) and shall be maintained by each Unit Owner of a Type A Unit. However, sidewalks abutting a Type A Unit shall be Limited Common Elements solely as to maintenance, repair and replacement obligations, and each Unit Owner abutting a sidewalk shall be solely responsible for snow removal, ice treatment and other maintenance, repair and replacement obligations thereof.

#### D. Utilities

Electricity, gas, telephone, cable, water, sewer and trash collection are expected to be billed directly to individual Unit Owners by the respective utility or service providers. In the event that any of the service providers require that the Association be billed in the aggregate for all of the Units, the pro rata cost will be charged against each Unit Owner as part of the regular Common Expense assessments; provided however, that in such case, the Association reserves the right to have individual meters installed upon each Unit and to assess the charges for the applicable utility against each Unit based upon actual usage.

Recycling in the Township is required and should be performed by each Unit Owner in accordance with Township ordinances. Trash and recyclable collection facilities for Non-Residential Units, if any, may be located in one area of the Community as shown on the Plats and Plans, and Non-Residential Unit Owners and/or tenants will be responsible for properly depositing their own trash and recyclables in the collection facilities.

The main sewer lines within the Community and the laterals serving the Units will be installed by, or on behalf of, the Declarant in accordance with the requirements of South Fayette Township Municipal Authority (the "Authority"). It is expected that, upon completion, the main sewer lines will be dedicated to the public, and upon dedication will thereafter be maintained by the Authority. In the event that the Authority does not accept dedication, the sewer mains will be part of the Common Facilities to be maintained and repaired by the Association. The laterals installed to serve the individual Units will not be dedicated to the public. They will be maintained by the Unit Owners in accordance with the Community Documents. Sewer charges will be billed directly to the Unit Owners by the Authority.

Buildings on certain Units will be constructed with a sewage ejector pump in the basement. Any sewage ejector pumps installed during construction of the Buildings will be maintained by the Unit Owner, and the Authority will not be responsible for any such maintenance. Upon taking title to the Unit, each Unit Owner releases the Authority from any liability arising from the sewer ejector pump. In Phase 1, Units 101 through 126, inclusive, 189, and 190 will be constructed with sewage ejector pumps.

The Community will be served by Pennsylvania American Water Company (the "Water Company"). The Water Company will own, maintain and repair the water lines and facilities, except that the laterals serving the individual Units will be maintained by the Unit Owners in accordance with the Community Documents. Water charges will be billed directly to the Unit Owners by the Water Company.

As depicted on the Subdivision Plan, portions of certain Units may be encumbered by stormwater management/drainage, sanitary sewer, water, and/or wetlands easements. Occupants should be aware of the location of these easements and will be prohibited from taking any actions that adversely affect the function of any easement.

E. Community Amenities and Other Recreation Facilities

The Community may include certain real property and improvements intended for the enjoyment and use only by residents and occupants of the Community and residents and occupants of certain other portions of the Project Property, on a use fee basis or otherwise (the "Community Amenities"). Community Amenities, if constructed, will be part of the Common Facilities of the Community, to be owned and maintained by the Association, the costs of which will be General Common Expenses assessed against the owners of Units in the Community. The Community Amenities may also include amenities located on other portions of the Project Property that residents and occupants of the Community are entitled to use. The additional amenities include portions of a walking trail network (the "Walking Trails") located on other portions of the Project Property.

F. Construction Schedule; Miscellaneous

Construction of the Community will commence in the second quarter of 2017. It is anticipated that the first Unit will be sold in July of 2017. At the present time, the Declarant intends, but is under no obligation, to construct approximately forty (40) Units per year.

All Residential Units in the Community are restricted to residential use. Any ancillary uses are subject to Township zoning regulations and the applicable provisions of the Declaration. Any Non-Residential Units may be used for any proper non-residential purpose including without limitation, office, retail and storage; provided that any such use conforms with the Declaration, Rules and Regulations promulgated by the Association and with the applicable Township zoning regulations, as the same may be amended from time to time.

The Declarant reserves the right to use any unconveyed Units as models or as sales offices. The Declarant further reserves the right to rent or market Units in the Community to investors. However, the Declarant does not presently intend to market Units in the Community to investors.

The Declarant has secured commercial mortgage financing for the construction of the Community and has bonded the work required by the municipality to be bonded. All improvements within the Community that are identified as "Must Be Built" on the Plats and Plans, as amended from time to time, will be constructed by Declarant in accordance with the provisions of the Declaration and the Act. The construction of any Common Facilities improvements will be completed by the later of the date of the conveyance or lease by the Declarant of the last Unit the Declarant reserves the right to include in the Community, or upon the expiration of the Development Period (as defined in the Declaration).

Final Subdivision plan approval for the Community has been obtained from the Township, and Declarant will obtain the necessary municipal approvals for subsequent phases as development of the Community proceeds. In addition, all permits, such as highway occupancy permits, as are necessary, have been or will be obtained at the Declarant's expense. The Declarant will also obtain building permits from the Township for home construction, and occupancy permits if required by municipal ordinances, upon the completion of construction of Units.

6. **FLEXIBLE PLANNED COMMUNITY; CONVERTIBLE, WITHDRAWABLE AND ADDITIONAL REAL ESTATE**

The Declarant anticipates that upon completion of construction, the Community will consist of 312 Units. However, the Declarant has reserved the right under the Declaration to increase the number of Units in the Community by the addition of Additional Real Estate, as described herein, or otherwise by amending the Subdivision Plan.

A. **Convertible Real Estate**

Certain portions of the Property identified on the Plats and Plans are designated as Convertible Real Estate. The Declarant has the right under the Declaration to create Units, Common Elements and Limited Common Elements in the Convertible Real Estate. Until that time, real estate taxes and costs associated with maintaining the Convertible Real Estate will be the responsibility of the Declarant until the conversion occurs or the period of time within which it can occur expires, whichever is earlier. The Declarant has the option to create Units, Common Elements and Limited Common Elements in the Convertible Real Estate for a period commencing on the date of the recording of the Declaration and ending

on the later of (i) ten (10) years after the recording of the Declaration; or (ii) on certain other dates set forth in the Declaration (the "Development Period").

The Declaration describes the procedure that the Declarant must follow to create Units, Common Elements or Limited Common Elements in the Convertible Real Estate. This description sets forth the effect such events have on the Allocated Interest in the Common Elements, Common Expenses and votes assigned to Units already included in the Community. The Allocated Interest, being based upon the then-current number of Units in the Community, including unimproved Units owned by Declarant or a builder, if any, will be adjusted to reflect the additional Units created in the Community. Therefore, as Units are created in the Convertible Real Estate, the Allocated Interest of pre-existing Units will be reduced. All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to such Units.

Declarant makes no assurances regarding the actual Unit configuration, the description or location of any buildings or structures, or other improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. Further, no assurance is given that any Units created by the conversion of Convertible Real Estate, or improvements constructed thereon, will be compatible in quality of construction, materials or architectural style with the Units and improvements on other portions of the Community.

B. Withdrawable Real Estate

Portions of the Community identified on the Plats and Plans are designated as Withdrawable Real Estate. The Declarant has the right under the Declaration to withdraw those portions identified as Withdrawable Real Estate from the Community. Until withdrawal, the Withdrawable Real Estate is a part of the Community. However, real estate taxes and costs associated with maintaining the Withdrawable Real Estate will be the responsibility of the Declarant until withdrawn or until the period of time within which withdrawal can occur expires, whichever is earlier. The Declarant has that option until the expiration of the Development Period; however, withdrawing some portions of the Withdrawable Real Estate may require subdivision approval by the Township. The withdrawal of any Withdrawable Real Estate will have no effect on the Allocated Interests assigned to existing Units unless Units were created upon the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units will be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal.

C. Additional Real Estate

Portions of the Project Property are identified on the Plats and Plans as Additional Real Estate. The Declarant has reserved the right under Article XXII of the Declaration to add all or any portion(s) of the Additional Real Estate to the Community and to create Units, Common Elements and Limited Common Elements therein. The Declarant may exercise this right until the expiration of the Development Period.

If Additional Real Estate is added to the Community, it may be added in the form of Convertible and Withdrawable Real Estate, and, except as otherwise set forth in Article XXII

of the Declaration, the provisions of Articles XX and XXI of the Declaration regarding creation of Units, Common Elements and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply. When new Units are created by conversion of Convertible Real Estate, the Allocated Interest assigned to each Unit will be adjusted in accordance with the formula set forth in the Declaration. All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created in the Additional Real Estate. The Declarant makes no assurances that any improvements that may be constructed on the Additional Real Estate and the Units therein will be compatible in quality of construction, materials or architectural style with the Units and improvements in the Community. The number of Units expected to be created in the Additional Real Estate will not exceed the number permitted by applicable municipal requirements or two thousand (2,000), whichever is less. No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

## 7. **SUMMARY OF PRINCIPAL PLANNED COMMUNITY DOCUMENTS AND OTHER AGREEMENTS**

A number of documents will create and govern the operation of the Community. These documents include the Declaration, the Bylaws, any Chart of Maintenance Responsibilities and any Rules and Regulations, which, together with the Plats and Plans, are collectively termed the "Community Documents." In addition, various contracts and agreements affect portions of the Community or its day-to-day operations. The following is a summary of the principal relevant documents:

### A. Declaration

The Community is created by the Declarant's recording of the Declaration. The recorded version of the Declaration is included in the Exhibits portion of this Public Offering Statement.

Article I of the Declaration identifies the Declarant, describes the real estate, easements and appurtenances to be submitted to the terms and provisions of the Act, and names the planned community. Article I also provides a glossary of certain terms used in the Community Documents.

Article II describes the formula by which the Allocated Interests and liability for common expenses are established. Each Residential Unit and Non-Residential Unit will have one vote in Association matters (except for the limited circumstances otherwise set forth in Article II) and a share of common expenses and liability, which may change as new Units are created within the Community. Cumulative voting shall be permitted solely for the purpose of electing members of the executive board of the Association, but not for any other Association matters. Class voting is permitted on issues affecting a particular class of Units and not affecting Units outside of the class, if necessary to protect the valid interests of the affected Units.

Article II of the Declaration also describes the boundaries of the Units (the "Unit title lines"). The significance of the Unit title lines is that all portions of the Unit contained within those lines are owned by the Unit Owner, and the Unit Owner has sole responsibility for the

care, maintenance, replacement and insurance of these areas, unless the Community Documents expressly provide to the contrary. In addition, Article II provides for the relocation of boundaries between Units and the subdivision of Units under certain circumstances.

Article II also refers to the Plats and Plans, which describe the boundary lines of the Community and the Unit title lines of Units. The Plats and Plans also show the Convertible Real Estate and Withdrawable Real Estate, and show, or describe by recording references, the Additional Real Estate.

Certain portions of the Community may be designated as Limited Common Elements in Article III of the Declaration and on the Plats and Plans. Limited Common Elements may be maintained by the Association, and, if so, the cost of such maintenance will be allocated to the benefitted Unit Owners as a limited common expense, unless the Community Documents expressly provide to the contrary. Pursuant to Sections 3.1.2 and 3.1.3 of the Declaration, the accessible areas of landscaping and driveways, sidewalks, and certain other walkways on attached townhome-style Units (being Type B Units) and on certain single-family detached Units identified as Type C Units are Limited Common Elements.

Article IV of the Declaration describes the Common Facilities in the Community. Common Facilities are portions of the Community, and improvements constructed thereon, that are not a Unit or part of a Unit, and that are owned by or leased to the Association. Common Facilities within the Community include portions of the Community not located within a building and not within Unit boundaries, including stormwater management facilities, private streets and alleys, sidewalks, trails, open space, landscaping and related improvements, including exterior lighting benefitting the Community; and other portions of the Community as the Declarant may designate from time to time. Improvements upon the Common Facilities will be completed by the Declarant and conveyed to the Association as described in Section 4.4 of the Declaration. The costs of owning, operating, maintaining, repairing and replacing Common Facilities will be a common expense assessed against all Units in the Community in accordance with their Allocated Interests.

Article V of the Declaration describes the Controlled Facilities in the Community. Controlled Facilities are portions of the Community, whether or not part of a Unit, that are not Common Facilities, but that are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

Article VI of the Declaration sets forth the circumstances under which the permission of the neighborhood appearance control board known as the "Architectural Control Board" is required prior to commencing any Architecturally Controlled Improvement.

Article VII of the Declaration delineates the responsibility for maintaining the Units, Common Elements and Limited Common Elements, as between the Unit Owners and the Association.

Article VIII of the Declaration lists various easements to which the Community or certain portions of the Community are subject, including easements for utilities, pipes and conduits and easements for ingress, egress and regress. Subsection 8.1.1 reserves to the Declarant the right to maintain models, signs and management offices in the Community.



Additional easements are reserved to the Association to operate and maintain certain portions of the Units, Common Elements and Limited Common Elements. Certain rights are reserved to Unit Owners in portions of the Community other than the Owner's Unit. Subsection 8.1.5 confirms that the Community is subject to the easements created pursuant to the Cameron Declaration. Subsection 8.1.8 grants to the Association the right to enter upon the exterior of the Units and Limited Common Elements in order to verify the performance of all items of maintenance for which the Unit Owners are responsible and to perform (in its sole discretion) any such responsibilities on behalf of a nonperforming Unit Owner. Subsection 8.1.12 reserves for the Declarant an easement for promotional activities.

Articles IX and X of the Declaration impose various restrictions on the use of the Units and various other portions of the Community. (For more information regarding these restrictions, see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units.")

In addition to those provisions contained within the Declaration dealing with the use of individual Units, additional Rules and Regulations (consistent with the Declaration) may be promulgated by the Executive Board of the Association.

Article XI of the Declaration sets forth the liability of Unit Owners to pay common expense assessments and Common Infrastructure Expense assessments allocated to their individual Units and provides for the procedures to be followed to fix assessments and to collect assessments in the event that a Unit Owner fails to pay them.

Article XII of the Declaration provides for the transition from a Declarant-appointed and controlled Association Executive Board to an Executive Board controlled by Unit Owners other than the Declarant. The period of Declarant control of the Association will end on the earlier of (i) sixty (60) days following the date on which seventy-five percent (75%) of the Units that may be created in the Community have been sold to Unit Owners other than the Declarant, (ii) seven (7) years after the date of the recording of the first conveyance of a Unit to a Unit Owner other than the Declarant, or (iii) on certain other dates set forth in Section 12.1 of the Declaration. Article XII also reserves to the Declarant certain Special Declarant Rights to continue to develop the Property, and the right to assign those development rights to a successor declarant.

Article XIII of the Declaration provides for limitations on the liability of members of the Executive Board and officers of the Association and provides for the indemnification of such members and officers against all expenses and liabilities which they may incur in the performance of their duties, absent their willful misconduct or recklessness. Other sections of Article XIII provide for the defense of claims against the Association.

Article XIV of the Declaration requires the Association and Unit Owners, respectively, to maintain various types of insurance in connection with the Community. (See the portion of this Narrative entitled "Planned Community Insurance.")

Article XV of the Declaration provides the circumstances under which Unit Owners and the Association shall rebuild and repair any portion of the Community that is damaged or destroyed by fire or other casualty. Responsibility for repair and rebuilding is allocated to

Unit Owners and the Association in accordance with the requirements of the Act and the provisions of the Declaration.

Article XVI of the Declaration provides the procedures by which the Declaration may be amended.

Article XVII of the Declaration sets forth the procedure by which the Bylaws may be amended.

Article XVIII of the Declaration provides for fundamental due process procedures that must be followed by the Association prior to taking certain actions. For example, Article XVIII requires that a Notice and Hearing be provided to a Unit Owner before certain punitive actions are taken against that Unit Owner.

Article XIX of the Declaration sets forth the powers that the Association has pursuant to the Act and the Declaration. The provisions of Article XIX contain the Declarant's reservation of the option to delegate powers of the Association to a master association and the option to merge the Community with one or more other planned communities.

Article XX and Article XXI of the Declaration set forth the provisions relating to the flexible nature of the Community. The provisions contain the Declarant's reservation of the option to create Units and Limited Common Elements in the Convertible Real Estate or to withdraw all or any portions of the Withdrawable Real Estate from the Community. These Articles also describe the effect of the Declarant's exercise of its options on the Allocated Interest assignable to each Unit, as well as the procedures by which the options are exercised.

Article XXII of the Declaration sets forth the provisions relating to expansion of the Community beyond the initial boundaries shown on the Plats and Plans. The provisions contain the Declarant's reservation of the option to add Additional Real Estate to the Community. Additional Real Estate will be added in the form of Convertible Real Estate and Withdrawable Real Estate, except as specifically set forth in Article XXII, the provisions of Articles XX and XXI regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply to the Additional Real Estate once it is added to the Community. This Article also describes the effect of the Declarant's exercise of its option on the Allocated Interest assignable to each Unit, as well as the procedures by which the option is exercised. No assurances are made as to any improvements that may be made in the Additional Real Estate.

Article XXIII of the Declaration describes the procedure for terminating the Community.

#### B. Bylaws

The Bylaws are the rules for governance of the Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Association.

Article II of the Bylaws sets forth the membership rights of all Unit Owners in the Association and sets forth the time, location, purpose and order of business to be conducted at meetings of the Association. Article II also sets forth the required notice, quorum and voting rights of the Unit Owners as members of the Association and the procedures to be followed in conducting meetings of the Association. The Bylaws require the Association to conduct meetings at least annually. At such meetings various members of the Executive Board will be elected, and the members present will conduct such other business as may be required by law or by the Community Documents.

Article III of the Bylaws contains provisions concerning the Executive Board of the Association. The sections in this Article describe the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Board and removal of members, and include provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board serving on behalf of the Association. Among the various powers of the Executive Board is the discretionary power to enter into a contract for professional management of the Community.

Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.4 establishes requirements and limitations for the terms of any management contracts entered into by the Association.

Article IV of the Bylaws contains provisions governing the election of officers of the Association by the Executive Board and the duties of the officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws allocates the responsibility for maintaining, repairing and replacing Common Elements, Limited Common Elements and Units between the Association and Unit Owners.

Article VI of the Bylaws provides the remedies that will be available to the Association and the measures it may take with respect to a Unit Owner who has failed to comply with the Community Documents or the Act, and provides that the Executive Board will resolve any disputes or disagreements between Unit Owners relating to the Community.

Article VII confirms that the Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Association, and the rights of Unit Owners and the holders of mortgages to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions with respect to the Community.

C. Purchase Agreements

Sample versions of a Purchase Agreement that may be executed by a Unit purchaser are contained in the Exhibits portion of this Public Offering Statement. The type of Unit and transaction will determine the version of agreement used for a specific transaction. Each form of Purchase Agreement sets forth the various rights, duties and obligations of the purchaser and the Declarant with respect to the individual Unit to be purchased. The Declarant reserves the right to modify the form Purchase Agreements and any addenda thereto from time to time without prior notice and without amending this Public Offering Statement as to the forms included in the Exhibits hereto. A Unit purchaser will ultimately be subject to and bound by the version of the Purchase Agreement he signs.

D. Cameron Declaration

A copy of the Cameron Declaration that Declarant recorded is attached as an Exhibit hereto. The Cameron Declaration provides that (i) portions of the real estate comprising the Project Property will have the right to use roads and storm water management facilities in the Community; (ii) a landscape buffer will be maintained between the Community and another portion of the Project Property; (iii) portions of the trails on the Project Property may be used by the Community and other portions of the Project Property; and (iv) certain restrictions on future development of the Project Property. The Cameron Declaration grants to each Unit Owner and occupant of the Project Property the right to use the Walking Trails, and also provides for the maintenance of those facilities.

E. PCSM Documents

The Community is subject to the Subdivision Plan and the PCSM Plan and PCSM Instrument contained in the Exhibits portion of this Public Offering Statement (collectively, and all as the same may be modified, amended or supplemented from time to time, the "PCSM Documents") and the easements, operation and maintenance obligations and restrictive covenants contained therein. The PCSM Documents impose obligations on Declarant and its successors and assigns with respect to the long-term operation and maintenance of post-construction storm water management best management practices ("PCSM BMPs"). The PCSM BMPs shall be maintained by the Unit Owners and the Association, as applicable, in good working order in accordance with the specific operation and maintenance requirements set forth in the PCSM Documents, all applicable local, state and federal requirements and laws, and the Declaration, or any amendment thereto. Each Unit Owner's right, title and interest in any PCSM BMPs located on his Unit shall be subject and subordinate to the PCSM Documents.

F. Miscellaneous Contracts Affecting the Community

There are no other contracts or agreements currently in effect or expected to be made which will affect the Community. However, the Declarant may enter into a management agreement for the management of Hastings. The Act provides that certain contracts that affect the Community shall be terminable by the Association at any time after the Executive Board elected entirely by the Unit Owners pursuant to Article XII of the Declaration takes office upon at least ninety (90) days' prior notice to the other party.

## 8. **ASSOCIATION FINANCIAL MATTERS**

The monthly assessments levied against each Unit will be comprised of Common Expense assessments payable to the Association as described herein.

The Association is newly formed and does not have a current balance sheet or income statement. However, a projected operating budget, prepared by the Declarant, for the first year of operation of the Community after the date of the first conveyance of a Unit to a third party purchaser other than Declarant or a builder, is included in the Exhibits portion of this Public Offering Statement (the "Budget"). The Budget is projected on the basis of the sale and settlement of the one hundred three (103) Units in Phase I, as shown on the Subdivision Plan. The Budget assumes that there will be twenty-one (21) single family detached homes without services (Type A Units), sixty-one (61) townhome-style Units (Type B Units) and twenty-one (21) single family detached homes with services (Type C Units). It is anticipated, however, that a significant portion of the Units during the first year may constitute Unimproved Units. The Budget provides that Unimproved Units will pay a reduced assessment, as set forth below. Assessments for Improved Units shall remain as set forth in the Budget, regardless of the number of Improved Units.

The Budget provides that Type A Units (single family detached homes without services) will pay an assessment of \$73.00 per month; Type B Units (townhome-style Units) an assessment of \$114.00 per month, and Type C Units (single family detached homes with services) \$127.00 per month. Unimproved Units, regardless of type, will pay an assessment covering such Unit's pro rata share of insurance and administrative costs, totaling \$5.18 per month.

The Budget contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. If all of the Units are Improved Units, the amount of the payment into reserves as reflected in the Budget is projected to be \$17,125.67. The amount actually paid into reserves will be reduced on a pro rata basis based on the number of Unimproved Units.

There are no services not reflected in the Budget that the Declarant currently provides or expenses that it currently pays which Declarant expects may become at any subsequent time a Common Expense of the Association, except those specifically set forth in the Budget. In the event there is a shortfall in the Association's budget, the Declarant may, in its sole discretion, prepay assessments on Unimproved Units, provided the Declarant may elect to credit those prepayments against future liability for those Units.

The initial capitalization of the Association will be provided by non-refundable assessments paid by each initial third party Unit purchaser at the time of settlement. These contributions will be in an amount equal to Four Hundred Dollars (\$400.00) per Unit, as set forth in the Budget. No purchaser is entitled to a refund of these payments at any time or under any circumstances, and they are not a prepayment of Common Expense and Common Infrastructure Expense assessments to be credited to the Unit Owner's monthly assessment obligation.

At the settlement for each Unit purchased, the purchaser will be required to pay additional normal and customary settlement costs.

Upon the resale of a Unit, the Association shall be permitted to impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act, as described in Section 11.17 of the Declaration. The Capital Improvement Fee imposed by the Association against each resale or retransfer of a Unit will be the amount set forth in the then-current yearly budget of the Association, subject nevertheless to the limitations set forth in Section 5302(a)(12) of the Act.

## 9. **ENCUMBRANCES UPON TITLE**

The Community is subject to the terms of the Community Documents, as they may be amended from time to time.

The Act grants certain statutory easements that affect the Community including:

(a) An easement provided in Section 5216 of the Act making any Unit or Common Element subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it.

(b) The rights granted under Section 5217 of the Act for the Declarant to maintain signs on the Common Elements advertising the Community and, as provided in the Declaration, maintain sales offices, management offices and models in the Community.

(c) An easement provided the Declarant by Section 5218 of the Act over and through the Common Elements as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising Special Declarant Rights (such as those options retained in connection with Convertible Real Estate).

As of the date of this Public Offering Statement, the Community is subject to one or more mortgages obtained by Declarant to finance the acquisition and development of the Community. Each Unit will be released from any existing mortgage(s) of Declarant at the time of the Unit settlement.

In addition to the foregoing, title to any Unit within the Community will be subject to unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments that an accurate and complete survey would disclose.

10. **FINANCING FOR PURCHASERS OF UNITS**

The Declarant does not intend to offer financing to or arrange financing for purchasers of Units.

11. **WARRANTIES PROVIDED BY THE DECLARANT**

Pursuant to Section 5411 of the Act, the Declarant warrants against structural defects in structures constructed, modified, altered or improved by or on behalf of Declarant in:

- (i) Each of the Units and Controlled Facilities that are a part of a Unit for two (2) years from the date each Unit is conveyed by Declarant to a bona fide purchaser; and
- (ii) All of the Controlled Facilities that are not part of a Unit and all Common Facilities for two (2) years, except facilities which have been dedicated to a municipality, municipal authority or other governmental unit.

There are no other warranties, express or implied, on any of the structures, fixtures or appliances in the Units or Common Elements, except as may be provided by manufacturers or specifically provided by the Declarant in the Purchase Agreement for a Unit.

Except for any manufacturers' warranties and any limited warranty that may be provided, and except for the warranties provided pursuant to the Act, **DECLARANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND THE UNIT AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT.** By accepting a Deed to a Unit, a Unit purchaser acknowledges and accepts such disclaimer and agrees to waive any and all rights such purchaser may have by virtue of any of such representations and warranties.

12. **LITIGATION OR UNCURED VIOLATIONS INVOLVING THE ASSOCIATION OR THE PLANNED COMMUNITY**

As of the effective date of this Public Offering Statement there are no judgments against the Association, nor is it a party to any pending litigation. The Declarant has no actual knowledge of any currently pending litigation that would have any material effect on

the Community or the Project Property. Furthermore, the Declarant has no notice of any outstanding and uncured violations of any governmental requirements.

13. **DEPOSITS UNDER PURCHASE AGREEMENTS**

Any deposit made in connection with the purchase of a Unit from the Declarant, and required by the Act to be held in escrow, shall be held in an escrow account in accordance with Section 5408 of the Act and shall be returned to the purchaser if the purchaser cancels his contract pursuant to Section 5406 of the Act. Notwithstanding the foregoing, the Declarant, in lieu of escrowing purchaser deposits, may obtain and maintain a corporate surety bond or an irrevocable letter of credit until all deposits received by Declarant have been deposited in escrow, or properly credited or refunded to a purchaser, as applicable, all in accordance with Section 5408 of the Act.

14. **RESTRICTIONS ON TRANSFERABILITY OR USE OF UNITS IN THE COMMUNITY**

A. **Restrictions on Resale and Leasing**

There are no restrictions imposed by the Declaration upon the resale of a Unit in the Community by its owner, and there is no right of first refusal with respect to such a resale reserved in the Declaration for the benefit of the Association. All Unit resales by a Unit Owner other than Declarant are subject to Section 5407 of the Act, which sets forth certain disclosure requirements that must be met by the Owner selling his Unit and/or by the Association.

Article X of the Declaration provides certain requirements that must be met for leasing of Units in the Community. These limitations include the following:

(a) No Residential Unit may be leased for an initial term of less than twelve (12) months.

(b) All leases must be in writing and are subject to the requirements of the Community Documents and the Association. A default under the Community Documents will constitute a default under the lease.

(c) A Unit Owner shall deliver a copy of the Community Documents to the tenant at the time the lease is executed and the tenant shall sign a receipt therefor. Copies of any amendment(s) to such documents shall be delivered by the Unit Owner to the tenant if the amendment(s) affect the tenant's occupancy of the Unit.

(d) A Unit Owner must provide the Executive Board with the name(s) of the tenants, the address of the leased Unit, the number of occupants of the Unit, such other information in connection with the lease as may reasonably be required by the Executive Board, and a copy of the receipt referred to in (c) above within thirty (30) days after execution of the lease.



(e) Notwithstanding that a lease may require the tenant to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provisions will not relieve the Unit Owner of his obligation for payment of same in the event that the tenant fails to do so.

The foregoing lease restrictions are not applicable to the Declarant, or to a mortgagee that is either in possession of a Unit or is a purchaser at a judicial sale.

The Cameron Declaration provides that no portion of the Community may be used for a "senior independent living facility" offering multiple units for lease to persons aged 55 years or older.

#### B. Restrictions on Use of Units

In addition to the restrictions upon the use of Units in the Community discussed earlier in this Narrative (under the heading "General Description of Hastings"), the Community Documents impose the following restrictions on use:

(a) All Residential Units in the Community, except for any Units used by the Declarant or its designee as a model or sales office, are restricted to residential use. Any accessory uses that are customarily incidental to a residential use are subject to Township zoning regulations and the applicable provisions of the Community Documents. Non-Residential Units are restricted to non-residential uses that conform to applicable municipal requirements and to the Community Documents. All Units are to be maintained in a clean, sanitary, safe and attractive condition and in a good state of repair.

(b) Unit Owners must comply with all laws and governmental requirements and all restrictions contained in the Community Documents.

(c) Unit Owners may not obstruct the Common Elements in any way nor may Unit Owners store or place anything in or on the Common Elements without the prior written consent of the Executive Board.

(d) All garbage and trash must be disposed of in accordance with municipal regulations.

(e) No nuisance, or noxious, offensive or dangerous activity shall be carried on in any Unit or on the Common Elements.

(f) No Residential Unit Owner other than the Declarant or its designee may erect any sign, advertising poster or billboard on his Unit or any Limited Common Element that is visible from outside his Unit without prior written permission of the Control Board, except as otherwise permitted by the Declaration, any Rules and Regulations or applicable law. Further Section 9.1.15 of the Declaration also sets forth limitations on erecting for sale and rent signs.

(g) Unit Owners having garages and/or driveways within the boundaries of their Units shall park their vehicles in their garages or driveways. Parking areas or

spaces in the Community (other than those located within Unit boundaries or designated as Limited Common Elements appurtenant to specific Units), if any, are Common Facilities available to visitors, guests and invitees of Unit Owners and other third parties on a first come-first served basis, subject to the rights of the Executive Board: (i) to promulgate Rules and Regulations regarding their use, (ii) to assign spaces to Unit Owners without allocating such spaces as Limited Common Elements, and (iii) to allocate spaces as Limited Common Elements as permitted by Section 3.2 of the Declaration. Cars parked in Unit driveways may not extend over sidewalks or into alleys.

(h) Only customary household pets may be kept in a Unit. A visually impaired or handicapped Unit Owner would not be prohibited from keeping a seeing-eye dog or other animal assistant in the Unit.

Purchasers of Units within the Community should refer to Articles VI and IX of the Declaration for the complete text of use restrictions for the Community.

#### 15. **ASSOCIATION INSURANCE**

The Association will obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part, insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date, all in accordance with the provisions of Section 5312 of the Act. Personal property owned by the Association shall be insured for an amount equal to its actual cash value. The premium for any such insurance shall be paid by the Association, and each Unit Owner shall pay his share as part of his assessment for common expenses, subject to the remainder of this Section 15.

The Association will also carry a liability insurance policy to insure against liability arising out of the use, ownership or maintenance of the Common Elements, subject to the remainder of this Section 15. However, this policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

Each Unit Owner is solely responsible for obtaining property insurance for his Unit and the improvements located thereon and liability insurance with respect to claims arising out of the use and ownership of his individual Unit. Casualty and liability insurance are recommended for each Unit Owner to protect against fire or other damage to his Unit and personal property and to protect against liability claims arising from events occurring or conditions within the Unit.

The Association is also authorized to obtain directors' and officers' liability insurance and indemnification insurance, to the extent reasonably available and affordable, and a fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association.

The Executive Board of the Association is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

Further details regarding insurance are set forth in the Maintenance Summary attached to Exhibits portion of this Public Offering Statement.

Prospective Unit Owners are encouraged to discuss the Community's insurance coverage with their insurance agents and to provide the agents with a copy of the Declaration so that the Unit Owners' insurance coincides with the Association's policies without gaps or overlaps in coverage.

16. **EXPECTED FEES OR CHARGES FOR USE OF THE COMMON ELEMENTS AND OTHER FACILITIES WITHIN THE PLANNED COMMUNITY**

The Association reserve the right to establish and charge reasonable fees to the Unit Owners, occupants of the Community and owners and occupants of the Project Property, and their respective guests and invitees for the use of common facilities and any recreational facilities or community amenities that may be constructed within the Community and to establish Rules and Regulations in connection with such facilities.

17. **PRESENT CONDITION OF ALL STRUCTURAL COMPONENTS AND MAJOR UTILITY INSTALLATIONS**

All structural components and major utility installations within the Community will be new. The projected useful life of those components for which reserves will be maintained is detailed in the full budgets included in this Public Offering Statement.

18. **ENVIRONMENTAL MATTERS**

An environmental report entitled "Phase I Environmental Site Assessment, Former Mayview Hospital Property" (the "Report") was prepared by The Gateway Engineers, Inc. with regard to the Project Property. No recognized environmental conditions, as defined in ASTM Standard Practice E1527-13, were disclosed in the Report, and the Report makes no recommendations for further action. The Report identifies historical recognized environmental conditions due to releases from underground storage tanks and aboveground storage tanks, but the Report also notes that these areas were remediated and no further monitoring is required by the Pennsylvania Department of Environmental Protection.

A copy of the Report is available to prospective purchasers upon request. Beyond the Report, Declarant has no knowledge of any hazardous conditions, including contamination affecting the Community by hazardous substances, hazardous wastes or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances. Declarant has no knowledge of any other investigation conducted to determine the presence of hazardous conditions on or affecting the Community.

Declarant has no knowledge of any other finding or action recommended to be taken in any other report of any investigation or by any governmental body, agency or authority in order to correct any hazardous conditions or any action taken pursuant to any such recommendations.

Additional information concerning environmental conditions affecting the Community may be obtained from the following:

Pennsylvania Department of Environmental Protection  
Southwest Regional Office  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745  
Phone: (412) 442-4000

U.S. Environmental Protection Agency  
841 Chestnut Street  
Philadelphia, PA 19107  
Phone: (215) 597-9800

19. **AMENDMENTS**

This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or otherwise required by the Act.

**ANY INFORMATION OR DATA REGARDING THE COMMUNITY OR THE SUBJECT MATTER OF THIS PUBLIC OFFERING STATEMENT NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT, INCLUDING ANY INFORMATION CONTAINED IN WRITTEN ADVERTISEMENTS, ON INTERNET ADVERTISEMENTS OR ON INTERNET WEBSITES, MUST NOT BE RELIED UPON, AND DECLARANT SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY THEREFOR. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN, AND NOTHING IN THIS PUBLIC OFFERING STATEMENT MAY BE CHANGED OR MODIFIED ORALLY.**

## CERTIFICATION

I, \_\_\_\_\_, being a Registered \_\_\_\_\_ (Pennsylvania License No. \_\_\_\_\_), independent of Charter Homes at Hastings, Inc., a Pennsylvania corporation, Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania (the "Planned Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended, (the "Act"), as follows:

1. Except as otherwise stated herein, all information pertaining to the Planned Community that is required by Section 5210 of Act is contained in the Charter Homes at Hastings Plan, dated September 21, 2016, last revised on February 8, 2017, prepared by The Gateway Engineers, Inc., and recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page157 (the "Plan"). All information pertaining to the Planned Community and required by Section 5210 of the Act that is not contained in the aforementioned Plan is set forth below.

2. The name of the Planned Community is "Hastings, A Planned Community."

3. Except for the Units, limited Common Facilities, and Common Elements located within Lots 101-156, inclusive, and 161-178, inclusive, all of the improvements shown on the Plan are contemplated improvements only that "NEED NOT BE BUILT," and which consist of Convertible and Withdrawable Real Estate, except for Lots 188, 217, 218, 219, and 220, which constitute Additional Real Estate. The location of all such contemplated improvements as shown on the Plan are approximate. The Declarant reserves the right to change the number of Units it may create in the Planned Community in accordance with applicable governmental requirements.

4. The Additional Real Estate of the Planned Community is as follows: (i) Lots 188, 217, 218, 219 and 220, shown on the Plan; Allegheny County Tax Parcel No. 480-E-3, more fully described in Exhibit E to the Declaration; and Allegheny County Tax Parcel No. 571-A-1, more fully described in Exhibit E to the Declaration

5. The vertical Unit boundaries for Units 101-156, inclusive, and 161-178, inclusive, are coincident with the lot lines for Lots 101-156, inclusive, and 161-178, inclusive, respectively, as shown on the Plan. There are not horizontal Unit boundaries for Units 101-156, inclusive, and 161-178, inclusive.

6. Pursuant to Subsection 3.1.1 of the Declaration, all areas located on Type B Units and Type C Units, outside of the Building footprint, shall be Limited Controlled Facilities appurtenant to the Units they serve.

Dated: February \_\_\_\_, 2018

(Professional Seal)

\_\_\_\_\_,  
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

SS:

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of February, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

\_\_\_\_\_

Notary Public

My Commission Expires:

By a resolution approved on the 4th day of May, 2017, the Board of Directors of the Charter Homes at Hastings, Inc., incorporated in the Commonwealth of Pennsylvania, owner of the land shown on the Charter Homes at Hastings Plan adopted this plan as its plan of lots and irrevocably dedicated all streets and other property identified for dedication on the plan to the Township of South Fayette. This adoption and dedication shall be binding upon the corporation and upon its successors and assigns.

(Seal) [Signature] Charter Homes at Hastings, Inc.
Signature and title of Secretary
officer witnessing
Date 5/4/17

Before me, the undersigned Notary Public in and for the Commonwealth of Pennsylvania and County of Allegheny, personally appeared the undersigned Deborah S. Winer, Vice President (Name & title of officer), of the Charter Homes at Hastings, Inc., who stated that (he/she) is authorized to execute the above adoption and dedication on behalf of the corporation and was present at the meeting at which the action of the corporation was taken to adopt the plan and dedicate public property contained therein to the Township of South Fayette.

Witness my hand and notarial seal this 4th day of May, 2017.
My commission expires the 5th day of March, 2021.
[Signature] Notary Public

We hereby certify that the title to the property contained in the Charter Homes at Hastings Plan is in the name of Charter Homes at Hastings, Inc. and is recorded in Deed Book Volume 16827, page 474. We further certify that there is no mortgage, lien, or other encumbrance against this property.

[Signature] Witness

I certify that, to the best of my information, knowledge, and belief the survey and plan shown hereon are correct and accurate to the standards required.

May 5, 2017
[Signature] Notary Public

I certify that this plan meets all engineering and design requirements of the applicable ordinances of the Township of South Fayette, except as departures have been authorized by the appropriate officials of the municipality.

5/4/2017
[Signature]
Name
Registration Number 052495-E

The Board of Commissioners of the Township of South Fayette gives notice that, in approving this plan for recording, the Township of South Fayette assumes no obligation to accept the dedication of any streets, land or public facilities and has no obligation to improve or maintain such streets, land or facilities.

[Signature] Chairman of the Board

The Township of South Fayette agrees not to issue building permits until the 'Planning Module for Land Development' has been approved in accordance with the regulations of the Pennsylvania Department of Environmental Protection.

5/16/17
[Signature] Municipal Secretary

A highway occupancy permit is required pursuant to Section 420 of the act of June 1, 1945 (P.L. 1242, No. 428), known as the 'State Highway Law' before driveway access to a State highway is permitted.

Reviewed by the South Fayette Planning Commission of the Township of South Fayette, this 27th day of October, 2016.

[Signature] Chairperson

Approved by the Board of Commissioners of the Township of South Fayette, by Resolution, this 18th day of February, 2017.

Secretary [Signature] Chairman of the Board

Extension granted this 24 day of May, 2017.
[Signature] Manager

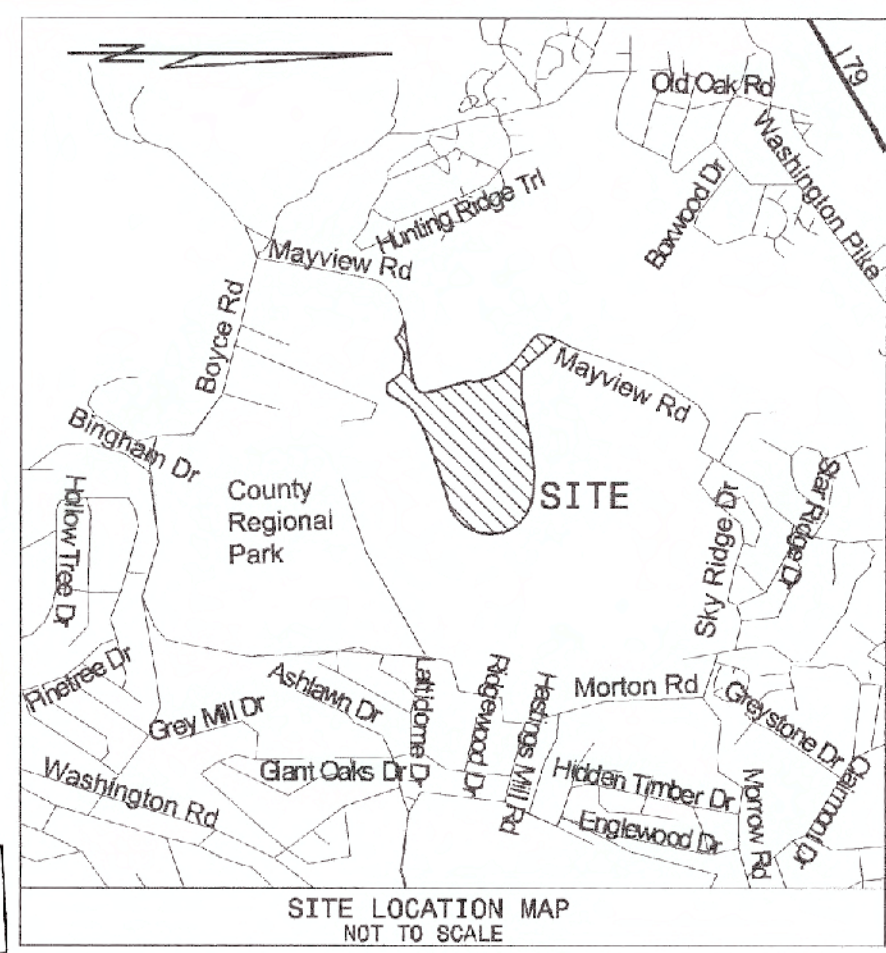
Reviewed by Allegheny County Department of Economic Development on this 26 day of May, 2017.

(Seal) 16-205 1866
Director

Recorded in the Department of Real Estate of the County of Allegheny, Commonwealth of Pennsylvania, in Plan Book Volume 242, Page(s) 157.

Given under my hand and seal this 6th day of June, 2017.

(Seal) [Signature] Manager, Department of Real Estate



ZONING REQUIREMENTS table with columns: PHASE 1, PHASE 2, PHASE 3, and various zoning codes like R1, R2, R3, etc.

LAND USE BY AREA table with columns: SITE ZONING, REQUIRED, FUTURE FAIRVIEW PARK, PHASE 1, PHASE 2.

REQUIRED MIX OF RESIDENTIAL USES table with columns: SITE ZONING, REQUIRED, PROVIDED - OVERALL %.

THIS PLAN CONTEMPLATES THE CREATION OF UNITS AND COMMON ELEMENTS UNDER THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S.A. & 6101 ET SEQ., AS AMENDED (THE "ACT").

ON AUGUST 10, 2018 A MODIFICATION WAS GRANTED BY THE SOUTH FAYETTE TOWNSHIP BOARD OF COMMISSIONERS TO ORDINANCE NO. 3 OF 2016, ARTICLE XIX, SECTION 240-78.20, SUBSECTIONS (B)(2), (C)(1), AND (D)(2).

ON AUGUST 10, 2018 A MODIFICATION WAS GRANTED BY THE SOUTH FAYETTE TOWNSHIP BOARD OF COMMISSIONERS TO ORDINANCE NO. 3 OF 2016, ARTICLE XIX, SECTION 240-78.24, SUBSECTION A, AND RELATED DETAILS PROVIDED IN APPENDIX 1.

ON MARCH 2, 2017 A MODIFICATION WAS GRANTED BY THE SOUTH FAYETTE TOWNSHIP BOARD OF COMMISSIONERS TO ORDINANCE NO. 3 OF 2016, ARTICLE XIX, SECTION 240-78.24, SUBSECTION A, AND RELATED DETAILS PROVIDED IN APPENDIX 1.

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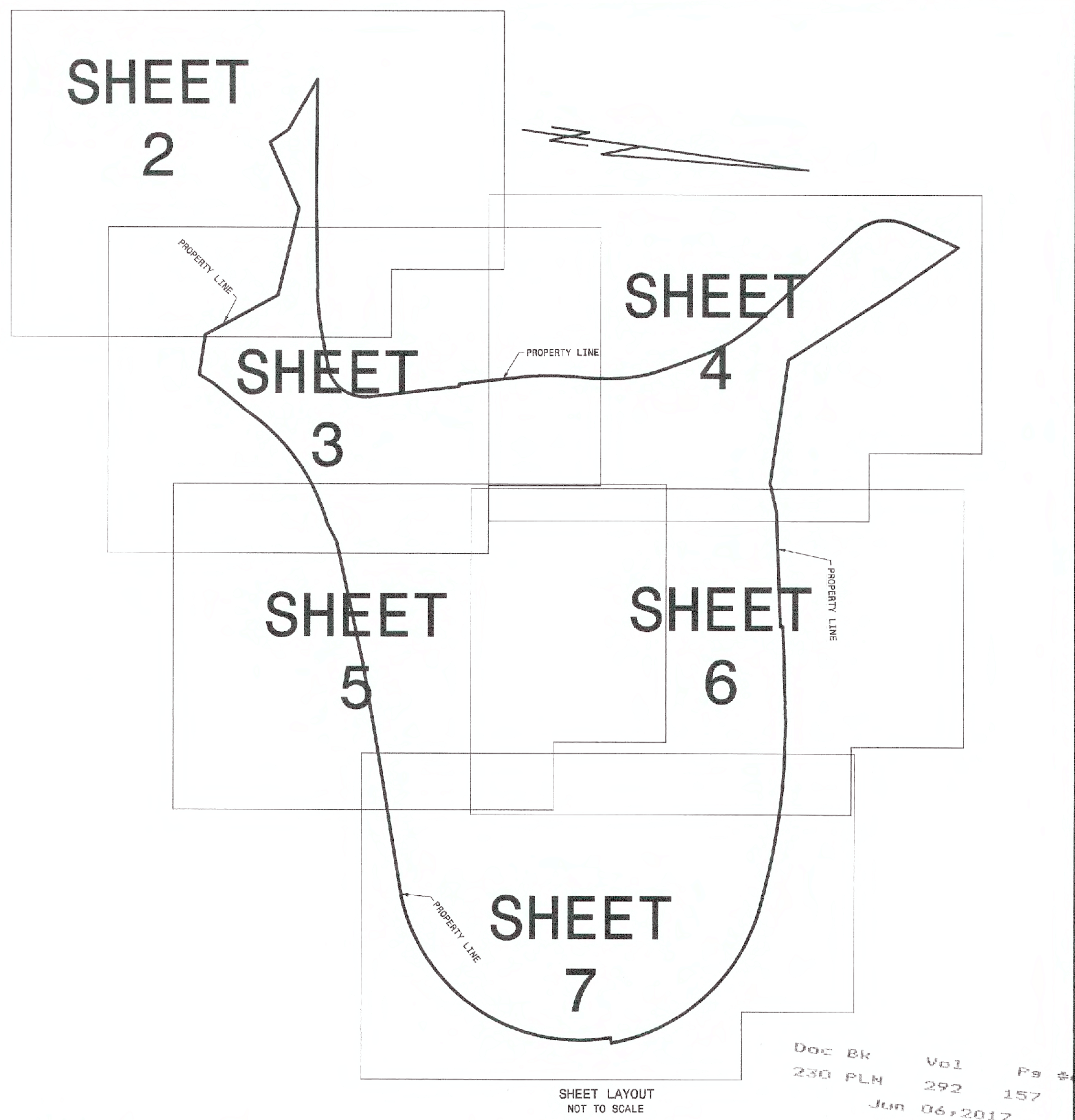
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Main table listing lots 101-220 with columns: LOT, SQ.FT., ACREAGE, LOT USAGE, ZONING.

Summary table for PARCELS A, B, C, D, W, R.O.W., PUBLIC R.O.W., and TOTAL PROPERTY with columns: PARCEL, SQ. FT., ACREAGE.



- NOTES: 1) THE SUBJECT PROPERTY LIES IN AREA ZONE X, OTHER FLOOD AREAS... 2) THERE IS HEREBY RESERVED... 3) ALL BUILDING SETBACK LINES... 4) THE FOLLOWING RIGHTS OF WAY... 5) THE FOLLOWING RIGHTS OF WAY... 6) PARCEL B, PARCEL C, LOT 214, LOT 215 AND LOT 216...

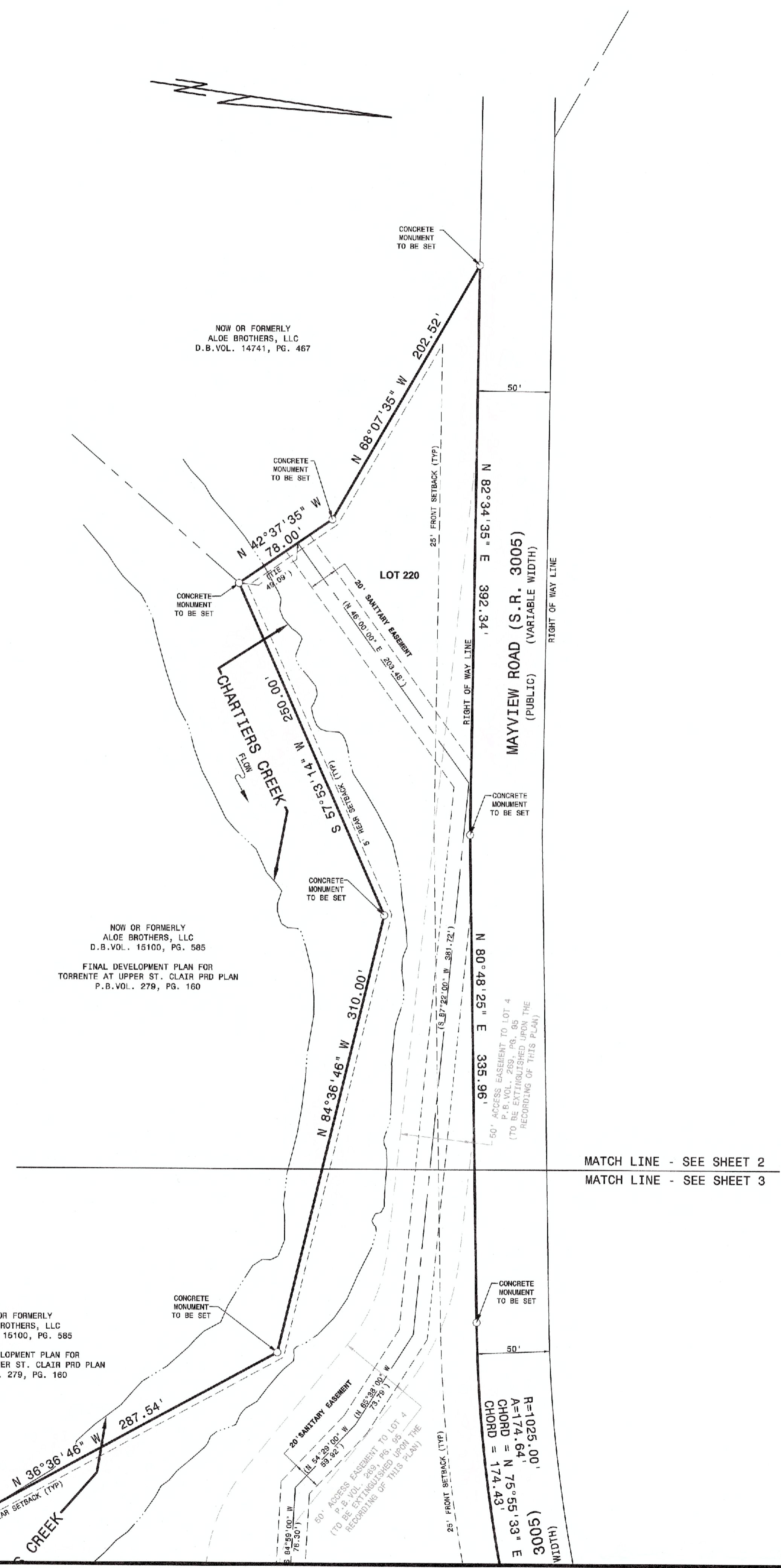
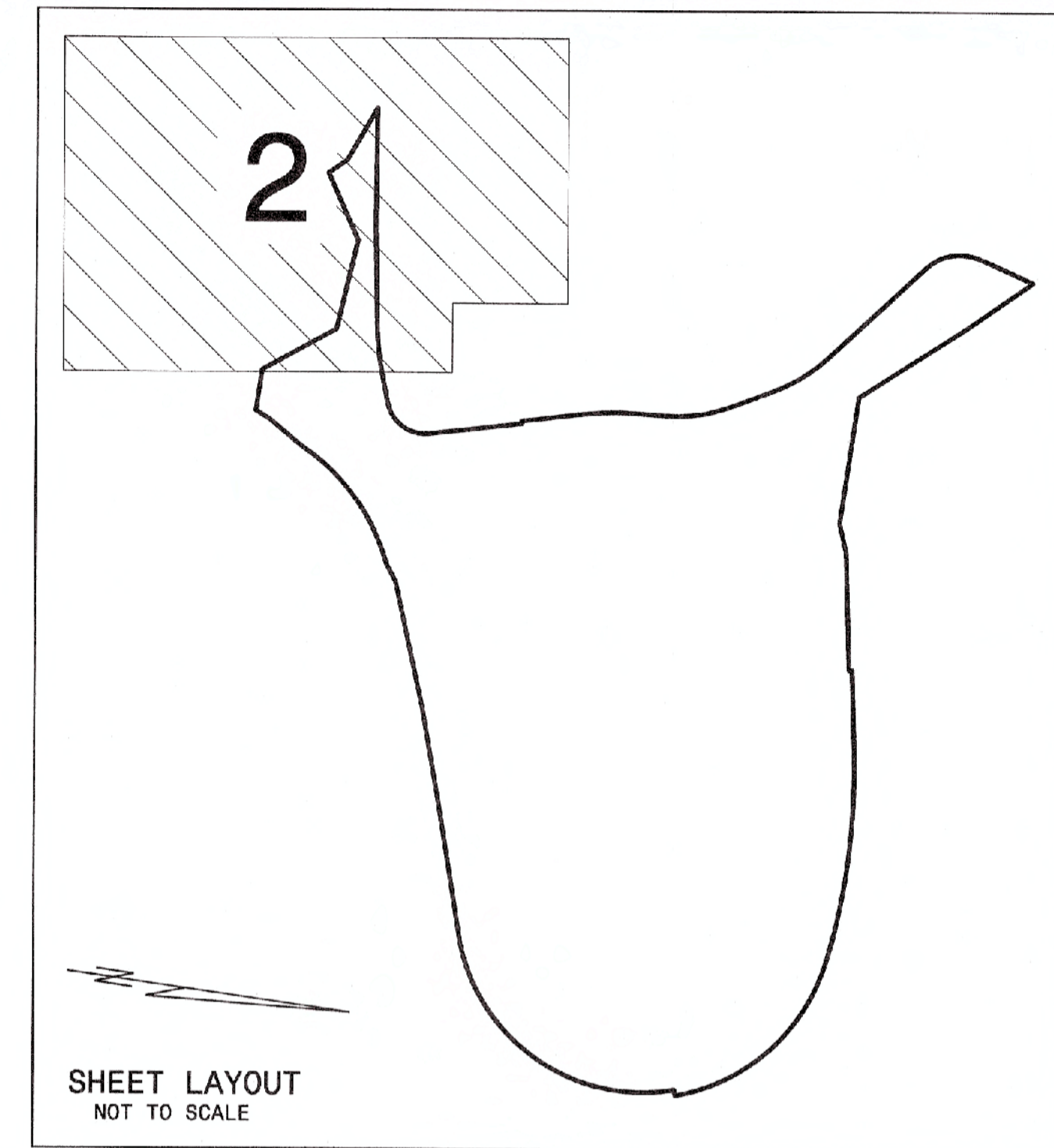
GATEWAY logo and contact information: Full-Service Civil Engineering & Surveying, 400 Holiday Drive, Suite 300, Pittsburgh, PA 15220.

OWNER: CHARTER HOMES AT HASTINGS, INC. 1190 DILLERVILLE ROAD LANCASTER, PA 17601 phone: 717-560-1400

EXISTING PARCEL NUMBER, SQ. FT., ACREAGE table for 480-P-1.

CHARTER HOMES AT HASTINGS PLAN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA

NOTE: ALL SIGNATURES MUST BE MADE WITH A NAVY BLUE INK FELT TIP PEN.

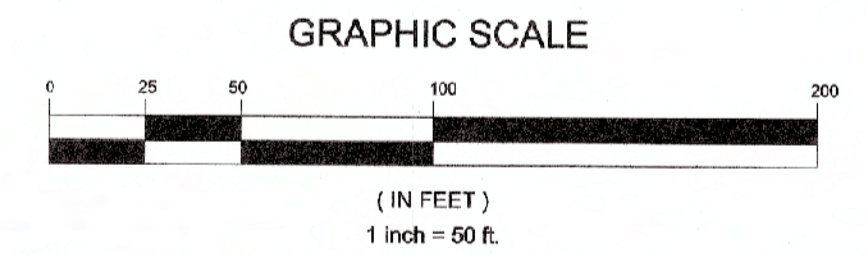


- NOTES:
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  - 2) THERE IS HEREBY RESERVED ONTO CHARTER HOMES AT HASTINGS, INC. AND TO EACH OF ITS ASSIGNEES OR DESIGNEES AN EASEMENT FOR THE UNINTERRUPTED RIGHT OF ENTRY, INGRESS, EGRESS, AND REGRESS UPON, OVER, UNDER, THROUGH, AND ACROSS EACH OF THE LOTS DEPICTED ON THIS PLAN FOR THE PLACING AND MAINTAINING OF UTILITY SERVICE EQUIPMENT, FACILITIES, AND COMPONENTS, AND FOR ACCESS FOR THE INSTALLATION, REMOVAL, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY UTILITY OR SERVICE CONDUITS, LINES, AND SYSTEMS, INCLUDING, BUT NOT LIMITED TO, THOSE PROVIDING WATER, SANITARY SEWER, STORM WATER MANAGEMENT (INCLUDING BUT NOT LIMITED TO STORM WATER DRAINAGE, SWALES, CULVERTS, PIPING, DISCHARGE OUTLETS, BASINS AND SIMILAR IMPROVEMENTS), ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE, COMMUNICATION OR ANY OTHER SUCH SERVICE, SUBJECT TO THE CONDITION THAT UPON ANY USE OF THE EASEMENT, UPON COMPLETION OF THE WORK PERFORMED, THE USER SHALL, AT USER'S SOLE COST AND EXPENSE, RESTORE ANY PART OF THE LAND DISTURBED BY SUCH WORK TO APPROXIMATELY THE SAME CONDITION AS EXISTING PRIOR TO COMMENCEMENT OF THE WORK.
  - 3) ALL BUILDING SETBACK LINES SHOWN OR CITED ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES ONLY AND ONLY REPRESENT THE PRESENT BUILDING SETBACK REQUIREMENTS OF THE SOUTH FAYETTE TOWNSHIP ZONING ORDINANCE. NO EASEMENT, COVENANT OR OTHER RESTRICTION LIMITING THE USE OR LOCATION OF PRESENT OR FUTURE DEVELOPMENT OF ANY OF THE PROPERTY(IES) INCLUDED IN THIS PLAN IS INTENDED BY THE SHOWING OF THE ABOVE REFERENCED BUILDING SETBACK LINES. HOWEVER, ANY MODIFICATION IN USE OR LOCATION OF THE BUILDING SETBACK LINES SHOWN OR CITED ON THIS PLAN MUST BE WITH PRIOR WRITTEN APPROVAL OF SOUTH FAYETTE TOWNSHIP.
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PRESERVE LANE	GRAY LANE
GLADWELL STREET	HASTINGS CRESCENT STREET
ORION ROAD	BROAD WAY
HASTINGS PARK DRIVE	ALLAN STREET
  - 5) THE FOLLOWING RIGHTS OF WAY ARE SHOWN AND LABELED AS PRIVATE, PER THE REQUEST OF SOUTH FAYETTE TOWNSHIP.
 

THURMONT ALLEY	FIRST ALLEY
GROVER ALLEY	HOWELL DRIVE
RICHARD ALLEY	
  - 6) PARCEL B, PARCEL C, LOT 214, LOT 215 AND LOT 216, ARE TO BE OWNED BY A HOME OWNERS ASSOCIATION.

MATCH LINE - SEE SHEET 2  
 MATCH LINE - SEE SHEET 3



**GATEWAY**<sup>®</sup>

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 400 Holiday Drive, Suite 300, Pittsburgh, PA 15220  
 gatewayengineers.com 855-634-9284

**CHARTER HOMES AT HASTINGS PLAN**

BEING A SUBDIVISION OF LOT NO. 1 IN THE MINOR SUBDIVISION OF MAYVIEW STATE HOSPITAL AS RECORDED IN THE DEPARTMENT OF REAL ESTATE OF ALLEGHENY COUNTY IN PLAN BOOK VOLUME 289, PAGE 95.

SITUATE IN  
**SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA**

MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PM: DMH DB: BMc CB: KPH

SCALE: 1" = 50'

Date: SEPTEMBER 21, 2016  
 Job Number: C-18927-0021  
 Dwg No: 403.479 Sheet 2 of 7

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 Sheet Name: 5/20/17 12:23 AM  
 15:03



NOTE: ALL SIGNATURES MUST BE MADE WITH A NAVY BLUE INK FELT TIP PEN.

NOTES:

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- 2) THERE IS HEREBY RESERVED ONTO CHARTER HOMES AT HASTINGS, INC. AND TO EACH OF ITS ASSIGNEES OR DESIGNEEES AN EASEMENT FOR THE UNINTERRUPTED RIGHT OF ENTRY, INGRESS, EGRESS, AND REGRESS UPON, OVER, UNDER, THROUGH, AND ACROSS EACH OF THE LOTS DEPICTED ON THIS PLAN FOR THE PLACING AND MAINTAINING OF UTILITY SERVICE EQUIPMENT, FACILITIES, AND COMPONENTS, AND FOR ACCESS FOR THE INSTALLATION, REMOVAL, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY UTILITY OR SERVICE CONDUITS, LINES, AND SYSTEMS, INCLUDING, BUT NOT LIMITED TO, THOSE PROVIDING WATER, SANITARY SEWER, STORM WATER MANAGEMENT (INCLUDING BUT NOT LIMITED TO STORM WATER DRAINAGE, SWALES, CULVERTS, PIPING, DISCHARGE OUTLETS, BASINS AND SIMILAR IMPROVEMENTS), ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE, COMMUNICATION OR ANY OTHER SUCH SERVICE, SUBJECT TO THE CONDITION THAT UPON ANY USE OF THE EASEMENT, UPON COMPLETION OF THE WORK PERFORMED, THE USER SHALL, AT USER'S SOLE COST AND EXPENSE, RESTORE ANY PART OF THE LAND DISTURBED BY SUCH WORK TO APPROXIMATELY THE SAME CONDITION AS EXISTING PRIOR TO COMMENCEMENT OF THE WORK.
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 PRESERVE LANE      SRAY LANE  
 GLADWELL STREET    HASTINGS CRESCENT STREET  
 OLIVON ROAD        BROAD WAY  
 HASTINGS PARK DRIVE    ALLAN STREET
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 THURMONT ALLEY      FIRST ALLEY  
 GROVER ALLEY        HOWELL DRIVE  
 RICHARD ALLEY
- 6) PARCEL B, PARCEL C, LOT 214, LOT 215 AND LOT 216, ARE TO BE OWNED BY A HOME OWNERS ASSOCIATION.

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 15.00

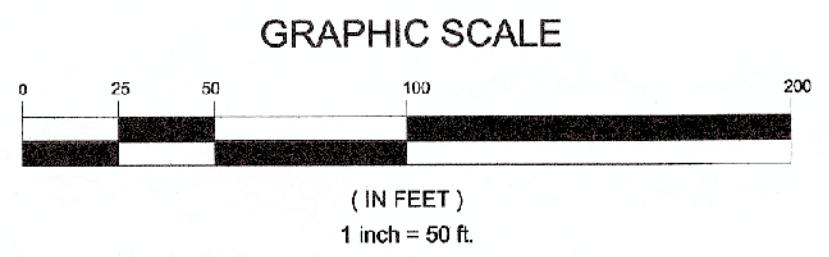
NOW OR FORMERLY  
 ALDE BROTHERS, LLC  
 D.B.VOL. 15100, PG. 585  
 FINAL DEVELOPMENT PLAN FOR  
 TORRENTE AT UPPER ST. CLAIR PHD PLAN  
 P.B.VOL. 279, PG. 160

NOW OR FORMERLY  
 TOWNSHIP OF SOUTH FAYETTE  
 D.B.VOL. 15606, PG. 549  
 LOT NO. 2  
 MINOR SUBDIVISION OF MAYVIEW STATE HOSPITAL  
 P.B.VOL. 289, PG. 95

MATCH LINE - SEE SHEET 3  
 MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 2  
 MATCH LINE - SEE SHEET 3

SHEET LAYOUT  
 NOT TO SCALE



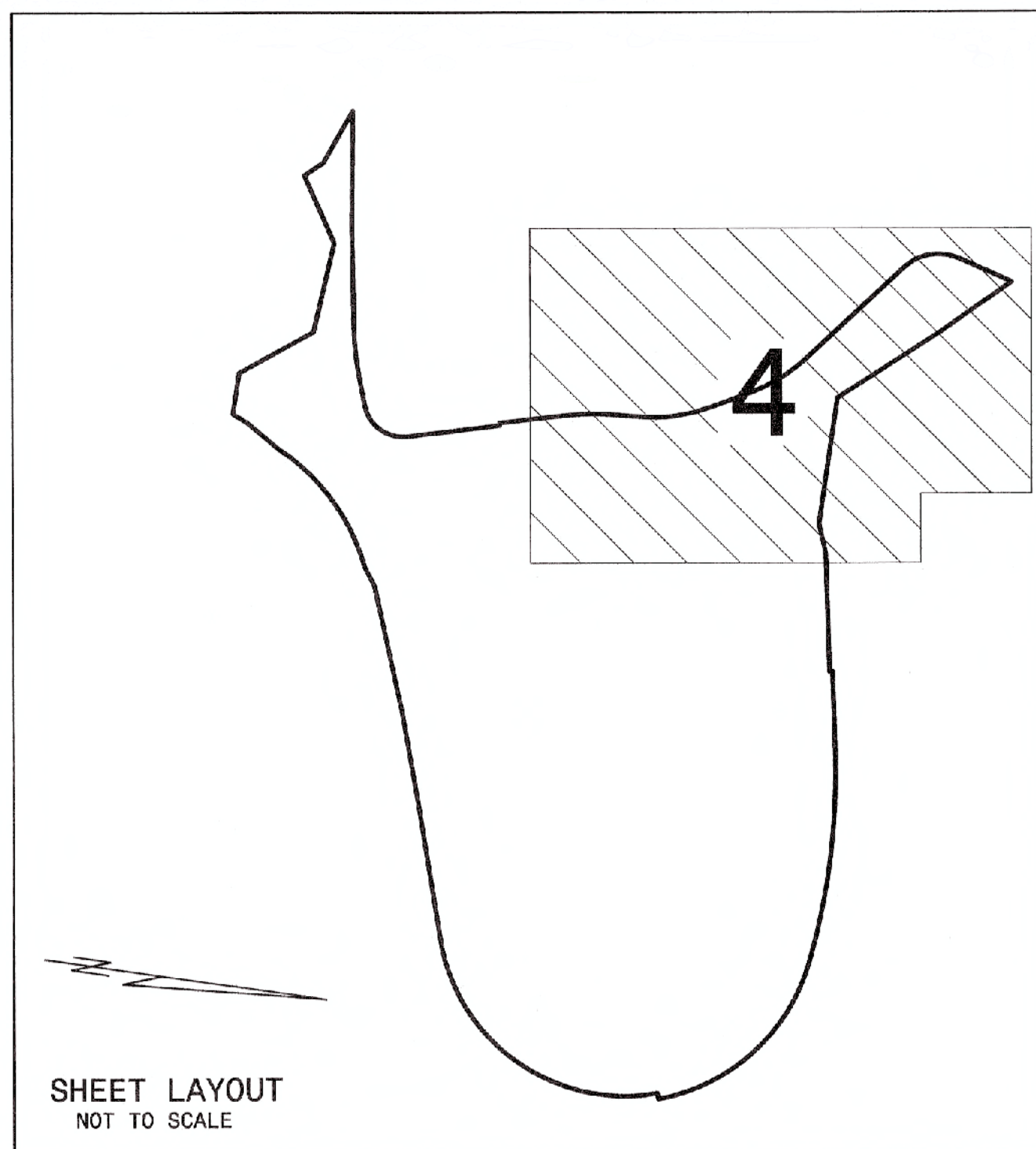
The Gateway Engineers, Inc.  
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 400 Holiday Drive, Suite 300, Pittsburgh, PA 15220  
 gatewayengineers.com 855-634-9284

**CHARTER HOMES  
 AT HASTINGS PLAN**

BEING A SUBDIVISION OF LOT NO. 1 IN THE MINOR SUBDIVISION OF MAYVIEW STATE HOSPITAL  
 AS RECORDED IN THE DEPARTMENT OF REAL ESTATE OF ALLEGHENY COUNTY  
 IN PLAN BOOK VOLUME 289, PAGE 95.

SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA

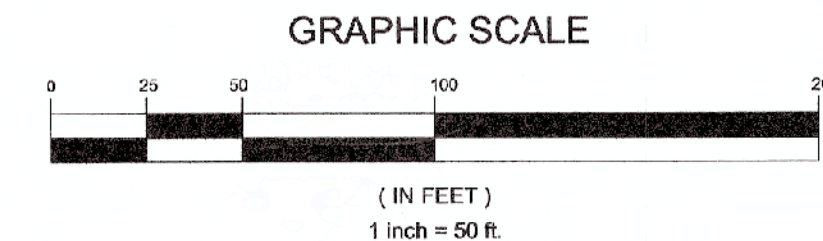
**CHARTER HOMES AT HASTINGS, INC.**



- NOTES:
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  - 2) THERE IS HEREBY RESERVED ONTO CHARTER HOMES AT HASTINGS, INC. AND TO EACH OF ITS ASSIGNEES OR DESIGNEES AN EASEMENT FOR THE UNINTERRUPTED RIGHT OF ENTRY, INGRESS, EGRESS, AND REGRESS UPON, OVER, UNDER, THROUGH, AND ACROSS EACH OF THE LOTS DEPICTED ON THIS PLAN FOR THE PLACING AND MAINTAINING OF UTILITY SERVICE EQUIPMENT, FACILITIES, AND COMPONENTS, AND FOR ACCESS FOR THE INSTALLATION, REMOVAL, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY UTILITY OR SERVICE CONDUITS, LINES, AND SYSTEMS, INCLUDING, BUT NOT LIMITED TO, THOSE PROVIDING WATER, SANITARY SEWER, STORM WATER MANAGEMENT (INCLUDING BUT NOT LIMITED TO STORM WATER DRAINAGE, SMOLES, CULVERTS, PIPING, DISCHARGE OUTLETS, BASTINS AND SIMILAR IMPROVEMENTS), ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE, COMMUNICATION OR ANY OTHER SUCH SERVICE, SUBJECT TO THE CONDITION THAT UPON ANY USE OF THE EASEMENT, UPON COMPLETION OF THE WORK PERFORMED, THE USER SHALL, AT USER'S SOLE COST AND EXPENSE, RESTORE ANY PART OF THE LAND DISTURBED BY SUCH WORK TO APPROXIMATELY THE SAME CONDITION AS EXISTING PRIOR TO COMMENCEMENT OF THE WORK.
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 GLADWELL STREET  
 ORION ROAD  
 HASTINGS PARK DRIVE  
 HASTINGS CRESCENT STREET  
 BROAD WAY  
 SHAY LANE  
 ALLAN STREET
  - 5) THE FOLLOWING RIGHTS OF WAY ARE SHOWN AND LABELED AS PRIVATE, PER THE REQUEST OF SOUTH FAYETTE TOWNSHIP.  
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 GROVER ALLEY  
 RICHARD ALLEY  
 FIRST ALLEY  
 HOWELL DRIVE
  - 6) PARCEL B, PARCEL C, LOT 214, LOT 215 AND LOT 216, ARE TO BE OWNED BY A HOME OWNERS ASSOCIATION.

NOW OR FORMERLY  
 ALGE BROTHERS, LLC  
 D.B.VOL. 14515, PG. 343  
 LOT NO. 2  
 MINOR SUBDIVISION OF MAYVIEW STATE HOSPITAL  
 P.B.VOL. 268, PG. 95

NOW OR FORMERLY  
 PITTSBURGH AND OHIO CENTRAL  
 RAILROAD COMPANY



The Gateway Engineers, Inc.  
**GATEWAY**  
 Full-Service Civil Engineering & Surveying  
 400 Holiday Drive, Suite 300, Pittsburgh, PA 15220  
 gatewayengineers.com 856-634-9284

**CHARTER HOMES AT HASTINGS PLAN**  
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 SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PM: DMH DB: BMC CB: KPH SCALE: 1" = 50'  
 Date: SEPTEMBER 21, 2016  
 Job Number: C-19522-0021  
 DWG No: 453.479 Sheet 4 of 7

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 15

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MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 3  
MATCH LINE - SEE SHEET 5

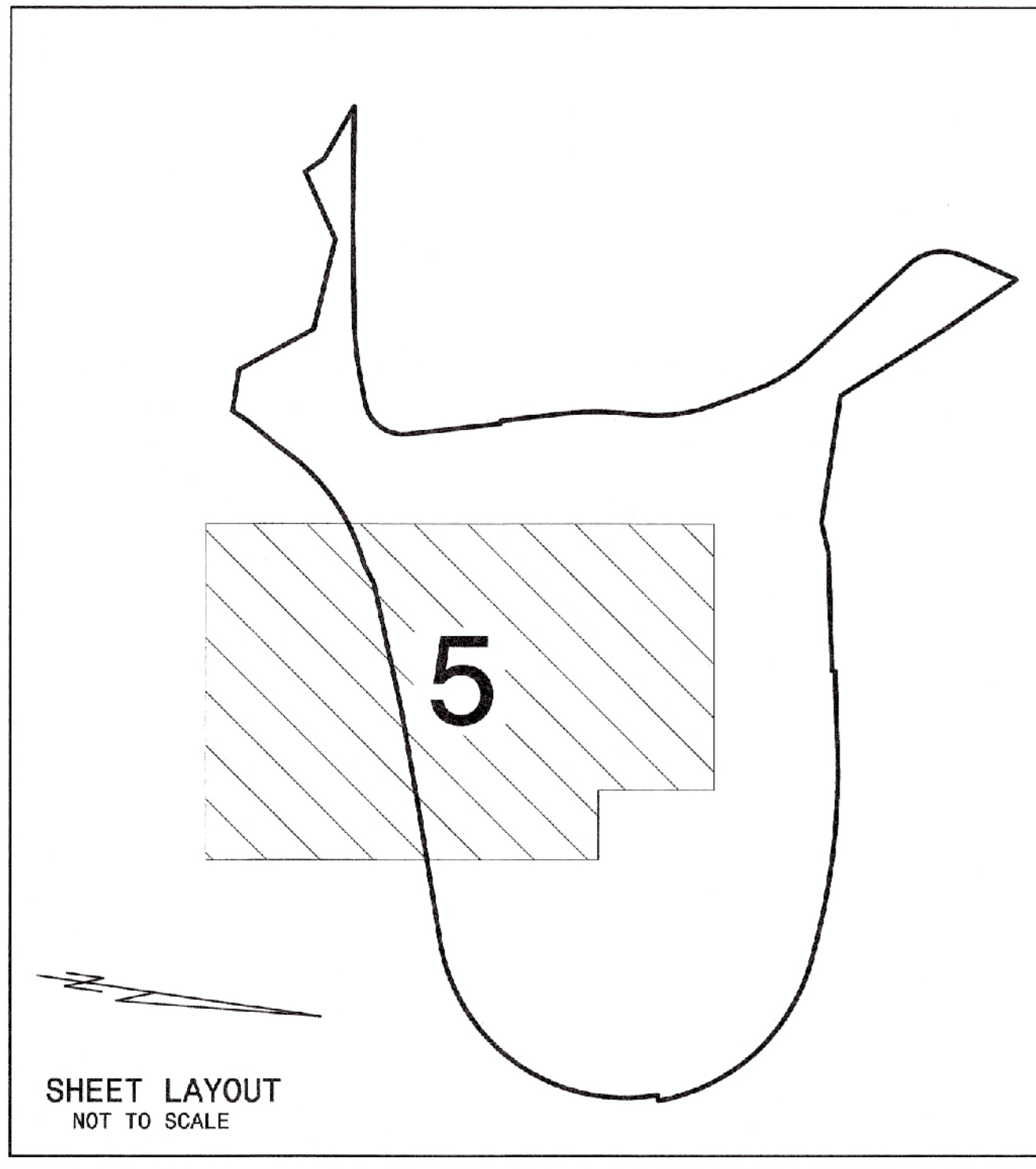
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MATCH LINE - SEE SHEET 6

NOTES:

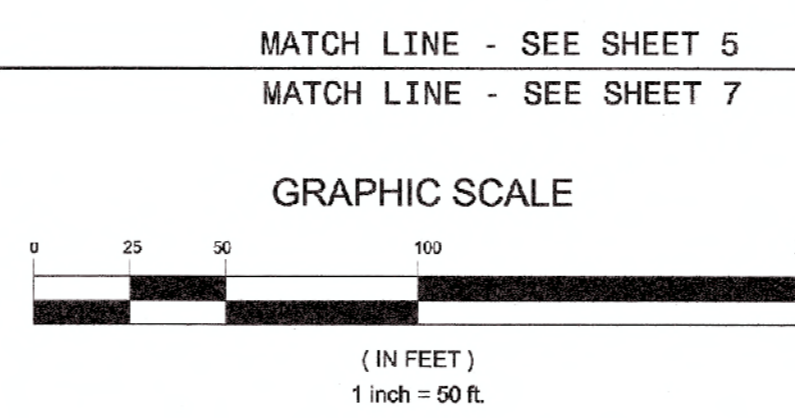
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SHEET LAYOUT  
NOT TO SCALE

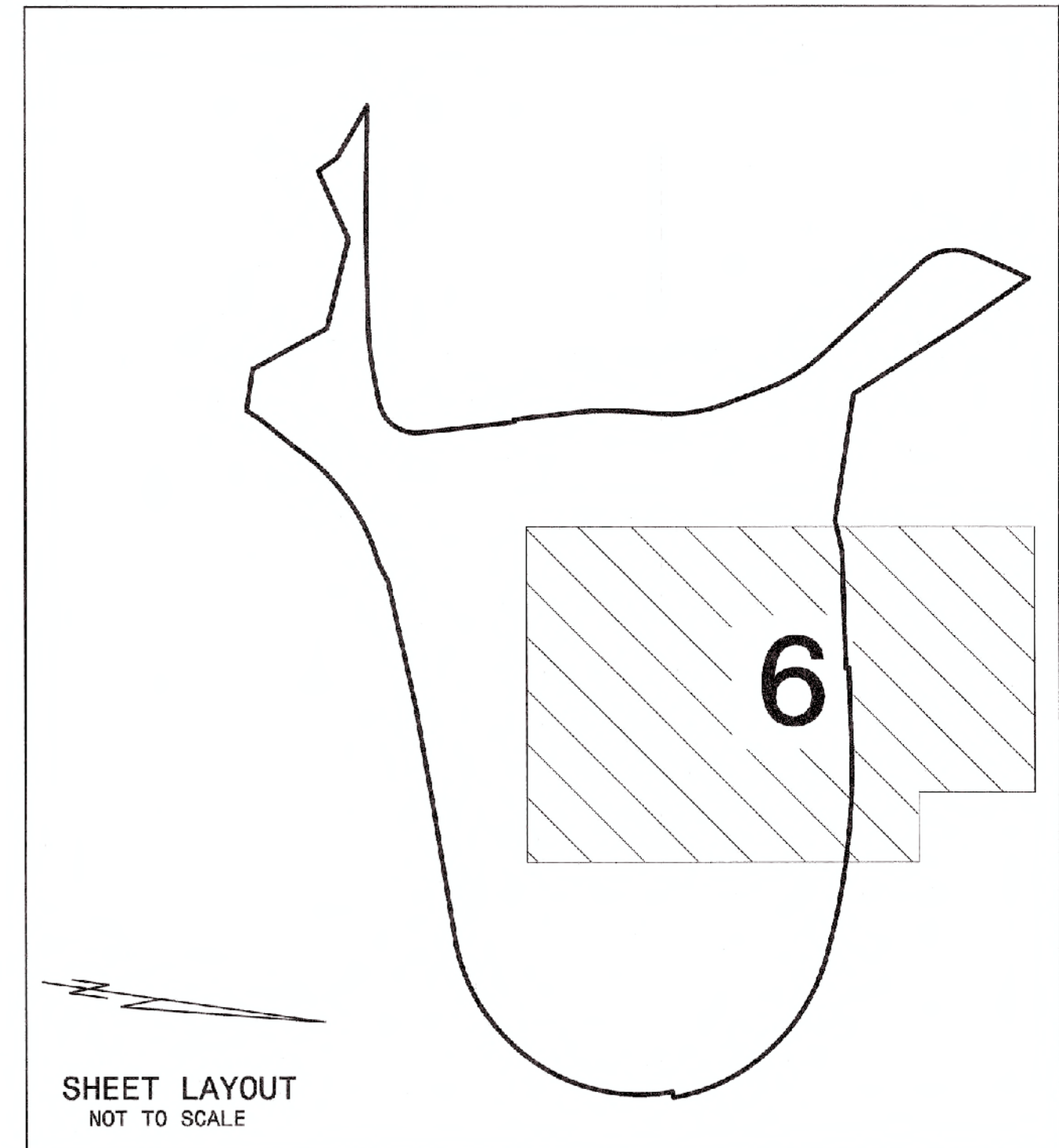
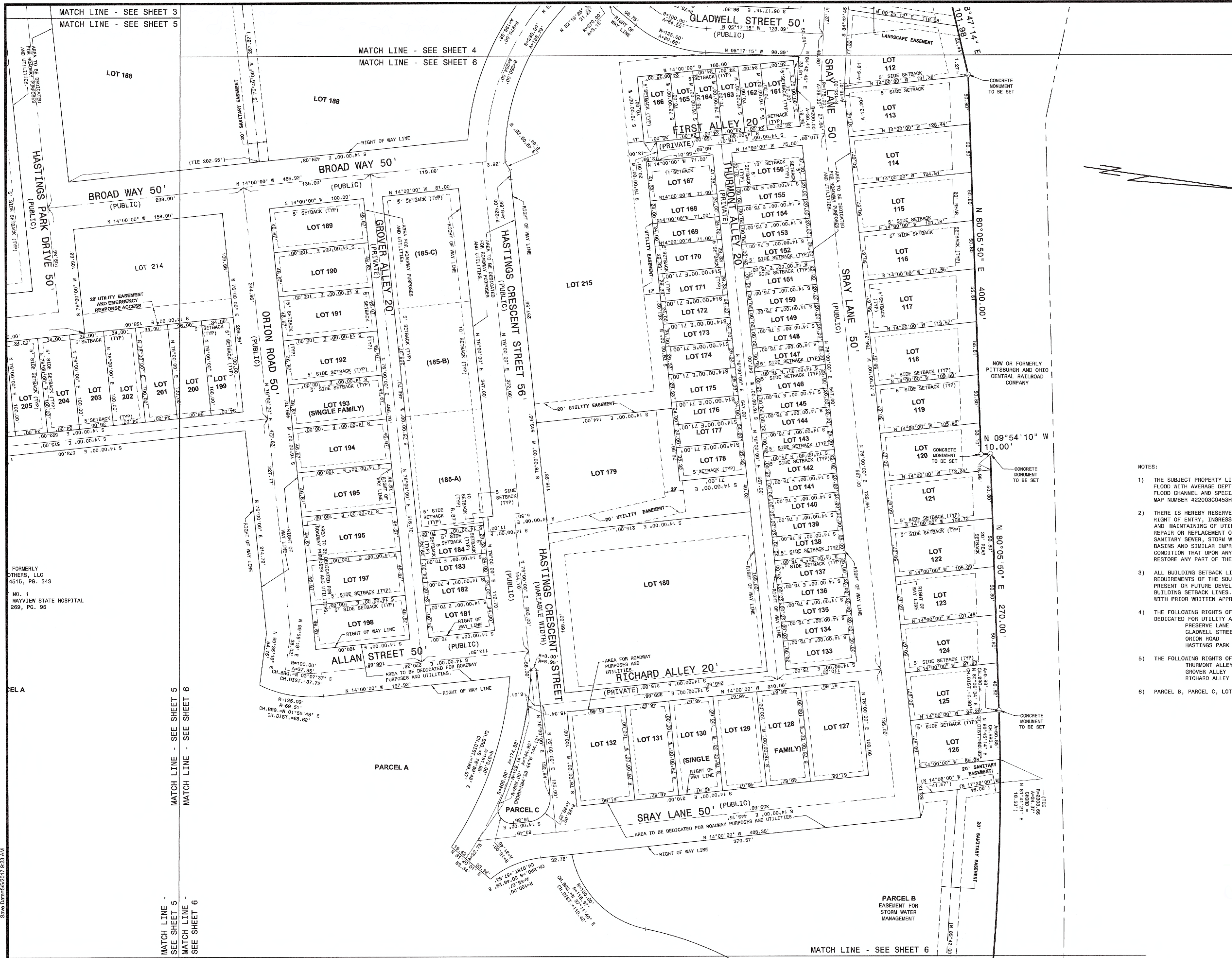


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**CHARTER HOMES AT HASTINGS PLAN**  
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 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

Date: SEPTEMBER 21, 2016  
 Job Number: C-18927-0021  
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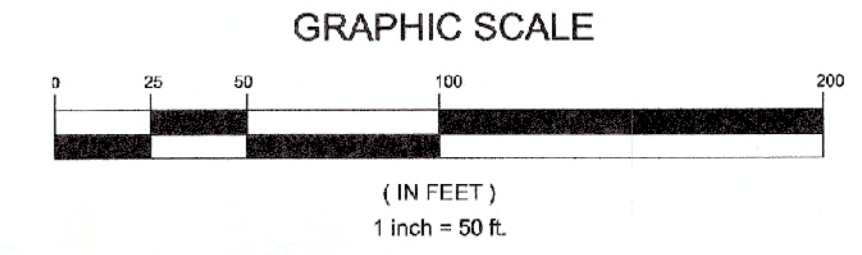
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 Server: D:\msdss\2016\18927-0021



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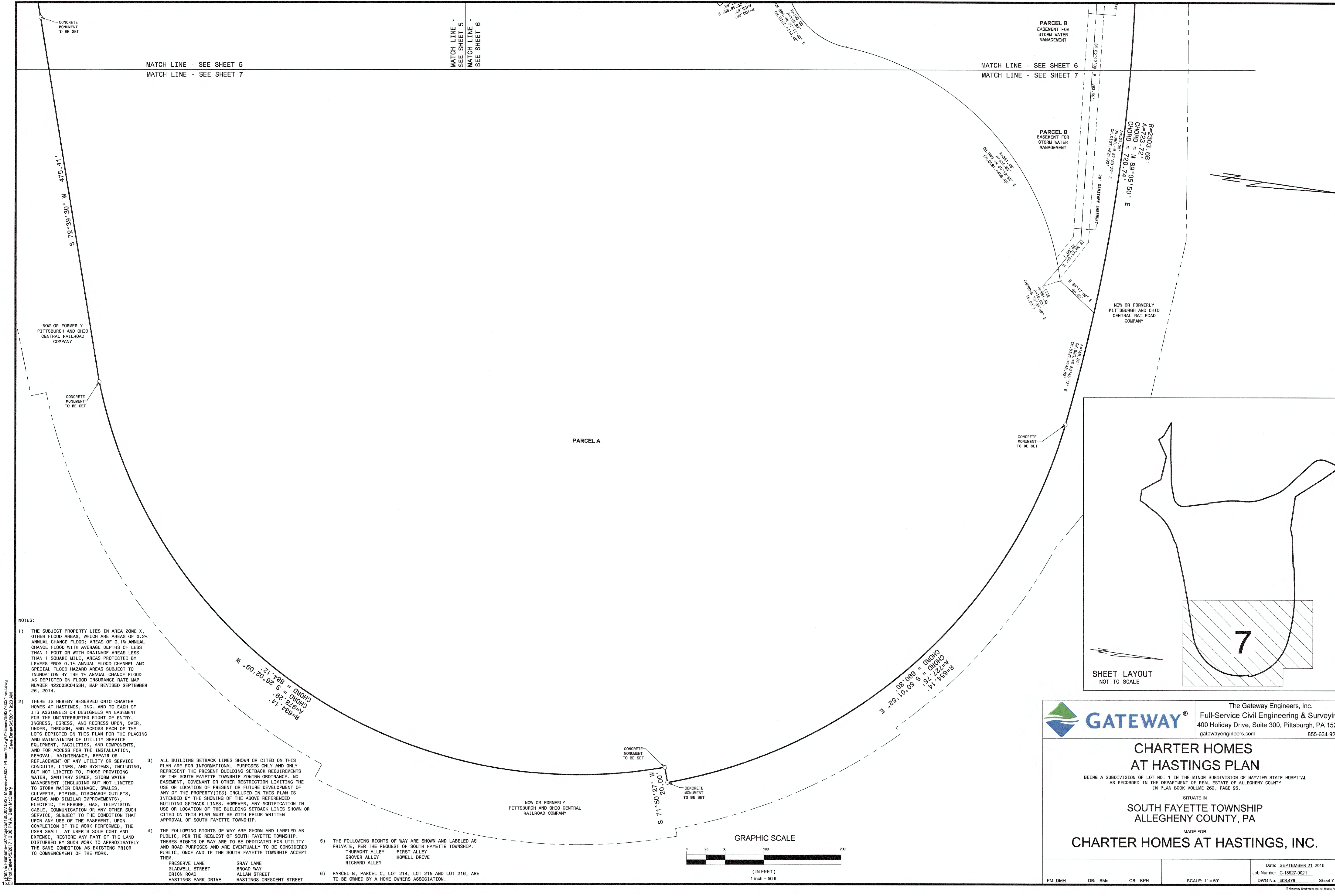
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 Plot Scale: 1" = 50'  
 Plot Size: 11.00 x 17.00  
 Plot Title: CHARTER HOMES AT HASTINGS PLAN



MATCH LINE - SEE SHEET 5  
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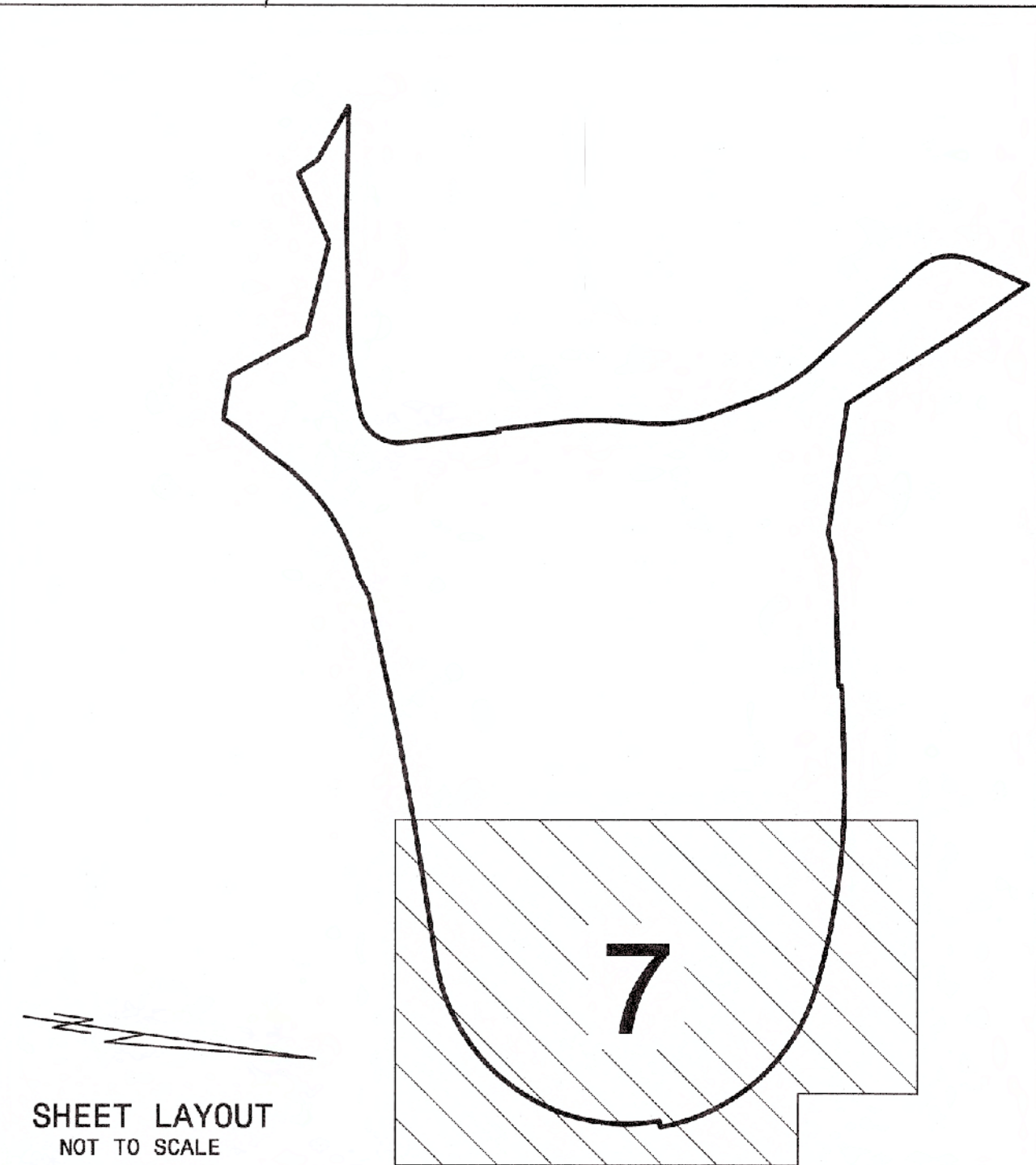
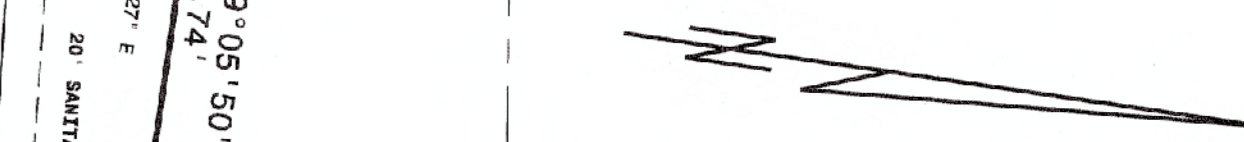
PARCEL A

PARCEL B  
EASEMENT FOR  
STORM WATER  
MANAGEMENT

PARCEL B  
EASEMENT FOR  
STORM WATER  
MANAGEMENT

NOW OR FORMERLY  
PITTSBURGH AND OHIO  
CENTRAL RAILROAD  
COMPANY

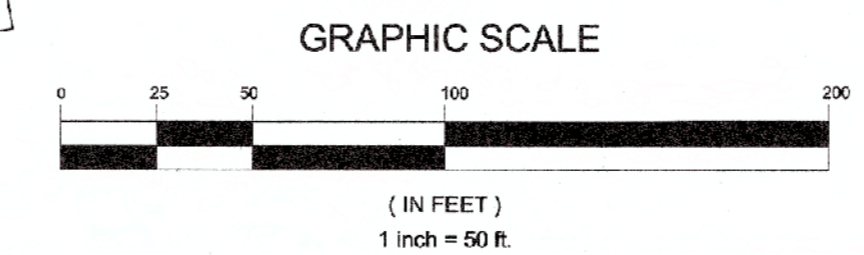
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Date: SEPTEMBER 21, 2016  
 Job Number: C-18927-0021  
 DWG No: 403.479 Sheet 7 of 7  
 SCALE: 1" = 50'

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

Instrument Number: 2018-7954

BK-DE VL-17148 PG-1

Recorded On: March 22, 2018

As-Deed Agreement

Parties: HASTINGS

To HASTINGS

# of Pages: 85

Comment: DECL COVENANTS EASEMENT

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	166.75
	0
	0
Total:	166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No  
NOT A DEED OF TRANSFER

EXEMPT

Value 0.00

Certified On/By-> 03-22-2018 / Belinda Gibbs

CONDO DECLARATION

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:**

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 User / Station: J Clark - Cash Super 07

RHONDA M WEAVER ESQ  
 MCNEES WALLACE & NURICK LLC  
 100 PINE ST  
 HARRISBURG PA 17101



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Director  
 Rich Fitzgerald, County Executive

The Recorder's Office is directed to index this Declaration against CHARTER HOMES AT HASTINGS, INC., in the grantor indexes, and HASTINGS, A PLANNED COMMUNITY, in the grantee index pursuant to Section 5201 of the Act (as defined below).

---

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

Pursuant to the provisions of the  
Pennsylvania Uniform Planned Community Act,  
68 Pa. C.S. §5101 et seq. (the "Act")

---

**Prepared by, and**  
**after recording, return to:**  
**Rhonda M. Weaver, Esquire**  
**McNees Wallace & Nurick LLC**  
**100 Pine Street**  
**Harrisburg, PA 17101**  
**email: [rweaver@mcneeslaw.com](mailto:rweaver@mcneeslaw.com)**

Date: February 27, 2018

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF HOMEOWNERS ASSOCIATION  
FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

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**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF HOMEOWNERS ASSOCIATION  
FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

**ARTICLE I**

**SUBMISSION; DEFINED TERMS**

Section 1.1. Declarant; Property; County; Name. Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant"), is the fee owner of the real estate described in **Exhibit A** attached hereto, located in South Fayette Township, Allegheny County, Pennsylvania (the "Property"). Declarant hereby submits the Property, including, without limitation, all easements, rights and appurtenances thereunto belonging and all buildings and other improvements existing or to be erected thereon, to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq., as amended (the "Act"), and hereby creates with respect to the Property a flexible planned community to be known as "Hastings, A Planned Community" (the "Community" or "Hastings").

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 hereof are those shown on the Subdivision and Land Development Plan, and the following recorded easements, rights and licenses:

1.2.1. Plan entitled "Minor Subdivision of Mayview State Hospital" as recorded in Plan Book Volume 269, page 95.

1.2.2. Declaration of Easements, Covenants and Restrictions, recorded in Deed Book Volume 16825, Page 168 (the "Cameron Declaration").

1.2.3. PCSM Instrument, as defined in Section 1.3.2 hereof.

1.2.4. Deed of Easement recorded in Deed Book 5944, Page 891 and Deed Book 5944, Page 896 (as to Lot 4 only).

1.2.5. Declaration of Taking for a sewer line as set forth in Deed Book 5447, Page 636 (as to Lot 4 only).

1.2.6. Rights set forth in Deed Book 3406, Page 181 and Deed Book 2985, Page 200 (as to Lot 4 only).

1.2.7. Rights granted to West Penn Power Company as set forth in Deed Book 2733, Page 52 and a Supplemental Agreement as set forth in Deed Book 2734, Page 567 (as to Lot 4 only).

Section 1.3. Defined Terms

1.3.1. Capitalized terms not otherwise defined herein or identified on the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. The following terms when used herein shall have the meanings set forth below:

“Act” shall have the meaning set forth in Section 1.1 of this Declaration.

“Additional Real Estate” means the Real Estate described in **Exhibit E** attached hereto, so long as the Declarant’s rights to add such Real Estate to the Community continue to exist.

“Allocated Interest” means the Common Expense Liability and votes in the Association allocated to a Unit.

“Annual Assessment” means a Unit’s individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

“Architectural Control Board” means a neighborhood appearance Architectural Control Board comprised of three (3) members initially appointed by the Declarant and then by the Executive Board of the Association, the purpose of which shall be to review and evaluate any proposed alteration to, or modification of, any portion of the Community that requires such approval.

“Architecturally Controlled Improvements” shall have the meaning set forth in Section 6.1 herein.

“Association” means the Unit Owners’ association of the Community, which shall be a Pennsylvania nonprofit corporation known as “Hastings Neighborhood Association, Inc.” and shall have all powers and duties designated by the Act.

“Building(s)” means any or all of the building(s) now existing or hereafter constructed in the Community.

“Bylaws” means the Bylaws of the Association providing for the governance of the Association pursuant to Section 5306 of the Act, as such document may be amended from time to time.

“Chart of Maintenance Responsibilities” means a chart allocating maintenance responsibilities between Unit Owners and the Association, which chart is further described in Section 7.5 hereof. The Chart of Maintenance Responsibilities, and any amendments, supplements, and/or replacements thereto, may be promulgated by the Executive Board pursuant to Section 7.5 hereof.

“Common Elements” means Common Facilities or Controlled Facilities.

“Common Expense Liability” means the liability for Common Expenses allocated to each Unit, as described in this Declaration.

“Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.

“Common Facilities” means any portion of the Property within the Community that is not a Unit and that is owned by or leased to the Association.

“Community Amenities” means certain real property and improvements located within the Community and other adjacent properties for the recreation of Unit Owners in the Community and other properties.

“Community” means the Community described in Section 1.1 hereof, as the same may be expanded or contracted in accordance with the provisions of this Declaration and the Act.

“Community Documents” include this Declaration, Plats and Plans, Bylaws, the Chart of Maintenance Responsibilities (if any) and Rules and Regulations (if any), all as amended from time to time.

“Condominium Act” means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq., as amended.

“Controlled Facilities” means any Real Estate within the Community, whether or not a part of a Unit, that is not a Common Facility, but is Maintained, improved, regulated, managed, insured or controlled by the Association.

“Convertible Real Estate” means the Real Estate described in **Exhibit D** attached hereto, so long as the Declarant’s rights to create Units, Common Elements or Limited Common Elements therein continue to exist.

“Declarant” means the Declarant described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

“Declaration” means this document, as the same may be amended from time to time.

“Development Period” means the period within which Declarant has the right to create units, common elements and limited common elements or any combination thereof



within Convertible Real Estate, or to add Additional Real Estate to or withdraw Withdrawable Real Estate from the Community. The Development Period shall terminate no later than the later of (i) ten (10) years after the recording of this Declaration; or (ii) in the case of a preliminary plat calling for the installation of improvements in sections, one hundred twenty (120) days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to Section 508(4)(v) of the Municipalities Planning Code, or in the event of an appeal from the municipal approval or denial of such final plat, one hundred twenty (120) days after a final judgment on appeal.

"Executive Board" means the Executive Board of the Association.

"First Settlement" means the date of the first closing whereby a Unit is conveyed to a Third Party Purchaser.

"General Common Expenses" means all Common Expenses other than Limited Common Expenses.

"Hastings Community Amenities" means certain real property and improvements that may be constructed thereon, if any, situated within the boundaries of the Community and intended for use only by residents of the Community for recreational and related purposes on a club membership basis, a use fee basis, or otherwise. Hastings Community Amenities, if constructed, shall be part of the Common Facilities, to be owned, operated and Maintained by the Association, the costs of which shall be General Common Expenses.

"Improved Unit" means (i) a Unit improved with a substantially completed dwelling, such that the dwelling may be legally used for residential purposes; (ii) a Unit improved with a substantially completed building, such that the building may be legally used for the nonresidential purpose for which it is constructed (including, without limitation, an office or retail use); or (iii) a Unit comprising a portion of any building is substantially complete such that the Unit may be legally used for the residential or nonresidential purpose (as applicable) for which it is intended.

"Limited Common Elements" means Limited Common Facilities or Limited Controlled Facilities.

"Limited Common Expenses" means all expenses identified as such under Section 5314(c) of the Act and/or as described in the Community Documents.

"Limited Common Facilities" means those portions of the Common Facilities allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.

"Limited Controlled Facilities" means those portions of the Controlled Facilities, whether or not part of a Unit, which are allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.

“Maintenance” means the operation, maintenance, repair and replacement activities with respect to any facility or area located in or otherwise serving the Community.

“Master Association” means any profit or nonprofit corporation or unincorporated association created pursuant to Section 5222 of the Act or Section 3222 of the Condominium Act, which exercises on behalf of one or more unit owners associations those certain powers as are delegated by such unit owners associations and accepted by such Master Association, from time to time.

“Non-Residential Unit” means a Unit other than a Residential Unit, as described herein and in the Plats and Plans.

“Notice and Comment” means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 18.1 hereof.

“Notice and Hearing” means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 18.2 hereof.

“Party Wall” means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

“PCSM BMPs” shall have the meaning set forth in Section 7.7 hereof.

“PCSM Documents” means the Subdivision and Land Development Plan, O&M Agreement, PCSM Plan and PCSM Instrument, all as amended from time to time.

“PCSM Instrument” means the Instrument for the Declaration of Restrictions and Covenants dated June 1, 2017, which is recorded in the Allegheny County Department of Real Estate in Deed Book Volume 16823, Page 383, as the same may be amended, modified or supplemented from time to time, and specifically including any PCSM Instruments for future phases of the Community.

“PCSM Plan” means the Post Construction Stormwater Management Plan for Hastings, recorded as an exhibit to the PCSM Instrument, as the same may be amended or modified from time to time in accordance with South Fayette Township and other applicable governmental requirements, and specifically including any PCSM Plan for future phases of the Community.

“Perimeter Wall” means any wall located at the perimeter of a Unit, which wall is co-incident with the exterior of a Building or adjacent to a Common Element.

“Plats and Plans” means the Plats and Plans attached hereto as **Exhibit C** and made a part hereof, as the same may be amended from time to time.

“Project Communities” means the Community and any other communities situate in the Project Property and created under the Act, the Condominium Act or any

successor acts. In order to be a Project Community, the instrument creating the community must indicate that it is a Project Community.

“Project Property” means those certain parcels of real estate situate South Fayette Township, Allegheny County, Pennsylvania, being the Property and the Additional Real Estate.

“Property” means the Property described in Section 1.1 hereof.

“Property Owners Association(s)” means one or more of the homeowners’ associations, unit owners’ associations, property owners’ associations, or condominium owners’ associations for the Project Communities created within the Project Property, including, without limitation, the Association.

“Real Estate” means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. The term includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

“Residential Unit” means a Unit other than a Non-Residential Unit, as described herein or on the Plats and Plans.

“Rules and Regulations” means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use or operation of all or any portion of the Community, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

“Security Interest” means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

“Special Assessment” means a Unit’s individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

“Stormwater Management System” means certain facilities depicted on the Subdivision and Land Development Plan intended to be constructed by the Declarant for the conveyance and treatment of stormwater runoff, including, without limitation, Dry Extended Detention Basin No. 1 and all underground piping (including, without limitation, any roof drains and associated piping) for the conveyance of stormwater runoff.

“Subdivision and Land Development Plan” means all subdivision and/or land development plans for the Community now or hereafter existing, as the same may be supplemented, amended or modified from time to time in accordance with the Township and other applicable governmental requirements, including, but not limited to, the Charter Homes at Hastings Subdivision Plan recorded in the Allegheny County Department of Real

Estate in Plan Book Volume 292, Page157, and the Final Plan Hastings Phase I, approved by the Township.

“Third Party Purchaser” means the purchaser of a Unit in the Community, other than the Declarant, a declarant for any other Project Community, or any successors to any Special Declarant Rights related to the applicable Unit.

“Township” means South Fayette Township, Allegheny County, Pennsylvania.

“Type A Unit” means a detached Residential Unit described in Subsection 2.2.1 hereof.

“Type B Unit” means an attached Residential Unit described in Subsection 2.2.2 hereof.

“Type C Unit” means a detached Residential Unit described in Subsection 2.2.3 hereof.

“Type D Unit” means an attached Residential Unit described in Subsection 2.2.4 hereof.

“Type E Unit” means a Residential Unit or a Non-Residential Unit described in Subsection 2.2.5 hereof

“Type F Unit” means a Unit described in Subsection 2.2.6 hereof.

“Unimproved Unit” means a Unit that is not an Improved Unit.

“Unit” means a Unit as described herein and in the Plats and Plans. The general term “Unit” includes both Residential Units and Non-Residential Units, and shall be designated as a Type A Unit, a Type B Unit, a Type C Unit, a Type D Unit, a Type E Unit or a Type F Unit.

“Unit Owner” means the holder of legal title to a Unit.

“Walking Trails” means the network of walking trails depicted on the Subdivision and Land Development Plan situate both in the Community and other portions of the Project Property.

“Withdrawable Real Estate” means the Real Estate described in **Exhibit D** attached hereto, so long as the Declarant’s rights to withdraw such Withdrawable Real Estate from the Community continue to exist.

Section 1.4. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Community Documents.

## ARTICLE II

### ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; RELOCATION OF BOUNDARIES; SUBDIVIDING UNITS

#### Section 2.1. Allocated Interests, Votes and Common Expense Liabilities.

2.1.1. Attached hereto as **Exhibit B** and made a part hereof is a list of the first Units being created by the Declarant that sets forth the identifying number of the Units and the initial Allocated Interest appurtenant to the Units, determined on the basis that such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1 and Section 11.2 hereof, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Community. A Unit's Allocated Interest shall always be appurtenant to that Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

2.1.2. The Allocated Interest shall automatically change upon each conversion of Convertible Real Estate, the addition and conversion of Additional Real Estate, or withdrawal of Withdrawable Real Estate, if applicable, as set forth in Articles XX, XXI and XXII below. The new Allocated Interest of each Unit existing in the Community after a conversion or withdrawal shall be determined in accordance with Subsection 2.1.1 above.

2.1.3. Each Unit shall have one (1) vote, unless (i) with respect to a Residential Unit, such Residential Unit contains or is intended to contain more than one (1) residential dwelling, in which case, the number of votes allocated to such Residential Unit shall be equal to the number of residential dwellings constructed or to be constructed thereon, or (ii) with respect to a Non-Residential Unit, such Non-Residential Unit contains or is intended to contain more than one (1) separately demised space for non-residential purposes, in which case, the number of votes allocated to such Non-Residential Unit shall be equal to the number of separately demised spaces for non-residential purposes constructed or to be constructed thereon. Declarant's determination as to the number of votes allocated to each Unit upon creation shall be final and unappealable. Notwithstanding the foregoing, class voting shall be permitted on issues affecting a particular class of Units and not affecting Units outside of the class, if necessary to protect the valid interests of the Unit Owners of such affected Units. Thus, a Unit's share of Common Expense Liability and votes on certain Association matters shall be modified in accordance with the following and any other exceptions set forth elsewhere in this Declaration:

(a) For Association matters affecting only Residential Units, each of the said Units' "Residential Allocated Interest" shall be calculated by converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of Residential Units in the Community. By way of illustration and not limitation,

the Residential Allocated Interest shall be used to determine each such Unit Owner's expenses allocated solely to the Residential Units. The Unit Owners for each Residential Unit shall have one (1) vote per said Unit with respect to matters allocated solely to Residential Units (unless such Unit contains multiple residential dwellings, in which case, the number of votes allocated to such Unit shall be equal to the number of residential dwellings to be constructed thereon).

(b) For Association matters affecting only Non-Residential Units, each of the said Units' "Non-Residential Allocated Interest" shall be calculated by converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of Non-Residential Units in the Community. By way of illustration and not limitation, the Non-Residential Allocated Interest shall be used to determine each such Unit Owner's expenses allocated solely to the Non-Residential Units. The Unit Owners for each Non-Residential Unit shall have one (1) vote per said Unit with respect to matters allocated solely to Non-Residential Units.

(c) With respect to all matters which affect only Residential Units but which materially adversely impact the assessments, management or daily operation or use of the Non-Residential Units ("Double Majority Matters"), each Residential Unit Owner shall be entitled to the number of votes described in Section 2.1.3(a) hereof, and each Non-Residential Unit Owner shall be entitled to the number of votes described in Section 2.1.3(b) hereof. A majority vote of the Residential Unit Owners and a majority vote of the Non-Residential Unit Owners shall be required to adopt such decisions or take such action at issue.

2.1.4. Cumulative voting shall be permitted solely for the purpose of electing members of the Executive Board. Cumulative voting shall not be permitted for any other purpose.

Section 2.2. Unit Boundaries. The boundaries of each Unit are situated as shown on the Plats and Plans, and as described in this Section 2.2.

2.2.1. Type A Unit. Type A Units shall be detached Residential Units. There are no horizontal boundaries for each Type A Unit. The vertical boundaries of each Type A Unit are coincident with the lot lines shown on the Subdivision and Land Development Plan, except as otherwise designated on the Plats and Plans (and in which case, the Plats and Plans shall control). Further, each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any dwelling or other Building or structure located within said Unit boundaries.

2.2.2. Type B Unit. Type B Units shall be attached Residential Units. There are no horizontal boundaries for each Type B Unit. The vertical boundaries of each Type B Unit are coincident with the lot lines shown on the Subdivision and Land Development Plan, except as otherwise designated on the Plats and Plans (and in which case, the Plats and Plans shall control). Further, each Type B Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any dwelling or other Building or structure located within said boundaries, and to the centerline of any Party Wall.

2.2.3. Type C Unit. Type C Units shall be detached Residential Units. There are no horizontal boundaries for each Type C Unit. The vertical boundaries of each Type C Unit are coincident with the lot lines shown on the Subdivision and Land Development Plan, except as otherwise designated on the Plats and Plans (and in which case, the Plats and Plans shall control). Further, each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any dwelling or other Building or structure located within said Unit boundaries.

2.2.4. Type D Unit. Type D Units shall be attached Residential Units. A Type D Unit shall be comprised of all portions of land and portions of a Building within the following Unit boundaries:

(a) Upper and Lower (Horizontal) Boundaries: There shall be no horizontal boundaries. By way of clarification and without limiting the breadth or generality of the foregoing, all structural and nonstructural portions of roofs and basement structures or substructures within the Unit Boundaries described in this Section 2.2.4 are part of a Unit.

(b) Vertical Boundaries: The vertical boundaries of a Type D Unit shall be the vertical planes of the outermost exterior finished surface of the siding, brick, stucco, stone veneer (or other material) covering the exterior of the Perimeter Walls of a Building, and the outermost vertical surfaces of patios, porches, decks, stoops (and other similar protruding improvements), and the centerline of the Party Walls which enclose the Unit, all extended to intersections with each other. All windows, doors and garage doors are within the Unit boundaries and therefore are part of a Unit and not Limited Common Elements appurtenant thereto. All balconies, patios, porches, decks, stoops, exterior entry stairs, railings, and roofs covering any of the foregoing and serving only one Unit are part of the Unit. All gutters and downspouts serving only one Unit are part of the Unit. All trim material and other decorative elements of the exterior surfaces of Perimeter Walls, including, but not limited to, shutters, are part of the Unit to which they are attached.

2.2.5. Type E Unit. Type E Units shall be Residential Units or Non-Residential Units. A Type E Unit shall be comprised of portions of land and portions of a Building within the following Unit boundaries:

(a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the Vertical Boundaries:

(1) Upper Boundary: The horizontal planes formed by the Unit-Side Surface of the uppermost ceiling of the Unit.

(2) Lower Boundary: There shall be no lower boundaries except to the extent depicted on the Plats and Plans.

(b) Vertical Boundaries: The vertical boundaries of a Type E Unit shall be the vertical planes of the Unit-Side Surface of the Perimeter Walls and the centerline of Party Walls which enclose the Unit (including the Unit-Side Surface of windows and doors in Perimeter Walls), extended to intersections with each other and with the Upper and Lower Boundaries.

(c) Where walls, floors or ceilings comprise the boundaries of a Type E Unit, all wall paneling, wall tiles, wallpaper, paint, finished flooring of all types, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all plasterboard, plaster, drywall, lath, furring, framing, structural components, doors and windows in Perimeter Walls, insulating material, and all other portions of such boundary walls, floors or ceilings are part of the Common Elements.

Each Type E Unit consists of all portions of the Building within the aforesaid Unit boundaries, except: (i) structural members and bearing columns within or passing through such Unit, which are deemed to be Common Elements; and (ii) all plumbing fixtures, gas lines, electrical, phone and cable wiring, conduits, ductwork and mechanical systems serving and affecting more than one Unit, which are deemed to be part of the Common Elements; and (iii) if any fixture or improvement lies partially or wholly within the boundaries of a Unit, but serves more than one Unit or any portion of the Common Facilities, it shall be deemed part of the Common Elements. Further, if any portion of the fixture or improvement serving only one Unit is located partially or wholly outside of the Unit boundaries of the Unit that it serves, such fixture or improvement is a Limited Common Element allocated solely to that Unit.

(d) By way of illustration and not of limitation, there is included within a Type E Unit, as applicable:

(1) The air space enclosed within such Unit boundaries.

(2) All non-structural, non-load bearing partitions (walls) which are wholly contained within such Unit boundaries, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, television cable facilities, telephone outlets and conduits, and other equipment and devices in such partitions serving only such Unit.

(3) All plumbing fixtures located within such Unit boundaries and serving and affecting only such Unit, and their water and waste connections.

(4) All items of kitchen equipment located within such Unit boundaries and serving only such Unit, and such equipment's water, waste and electrical connections.



(5) Exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

(6) Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit whether or not such lighting devices are themselves located entirely within the Unit boundaries of such Unit.

(7) Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical or other impulses and signals (including, but not limited to, impulses and signals for telephone and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the Unit boundaries of such Unit.

(8) Surface-mounted and recessed cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).

2.2.6. Type F Unit. Type F Units shall be any other Unit, whether a Residential Unit or a Non-Residential Unit, the boundaries of which may be designated and described on the Plats and Plans from time to time.

2.2.7. Improvements. Except as may be specifically set forth to the contrary in this Declaration or on the Plats and Plans, each Unit consists of all portions of the Building within the aforesaid Unit boundaries except as follows: if there is any Party Wall, then to the centerline of such Party Wall; if any fixture or improvement (including by way of example and not of limitation, any plumbing, mechanical or utility lines, equipment or facilities) lies partially or wholly within the boundaries of a Unit but serves more than one Unit or any portion of the Common Facilities, it shall be deemed part of the Common Elements. Further, if any portion of any fixture or improvement serving only one Unit is located partially or wholly outside of the Unit boundaries of the Unit that it serves, such fixture or improvement is a Limited Common Element allocated solely to that Unit.

Section 2.3. Relocation of Boundaries Between Units.

2.3.1. Declarant shall have the right, without submitting an application to the Association, to relocate boundaries between Units owned by Declarant by recording an amendment to this Declaration and the Plats and Plans identifying the affected Units and setting forth the new factors assigned to such Units, the new Unit boundaries and the reallocations of Allocated Interests and votes in the Association. Declarant's right to relocate boundaries between Units shall not be limited to the combination of two (2) or more entire adjacent Units. All costs and expenses associated with Declarant's exercise of its rights under this Section 2.3.1, including the costs of preparing and recording an amendment to this Declaration and the Plats and Plans, shall be the responsibility of Declarant.

2.3.2. Subject to the requirements of Sections 6.1 and 6.3 hereof, Unit Owners other than Declarant desiring to relocate the boundaries between adjoining Units shall only be permitted to combine two (2) or more entire adjacent Units. Such Unit Owners shall submit an application to the Association in accordance with Section 5214 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act, including the right to deny any application for the relocation of boundaries that does not meet the requirements of the Community Documents and/or the Act. Upon approval by the Association of such application, two (2) or more entire adjacent Units may be combined into a larger Unit, provided that all of the Units being combined are under common ownership at the time of effecting such combination. Upon approval by the Association of an application by a Unit Owner, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans, combining the designated Units. The amendment shall be executed by the Unit Owner of the Units to be combined, assign an identifying number to the "Combined Unit," which shall consist of the identifying number of the Unit having the lowest number followed by a hyphen and the identifying number of the other Unit(s), arranged in numerical order, and reallocate the Allocated Interest and votes in the Association formerly allocated to the individual Units so that the Allocated Interest and votes appertaining to the Combined Unit shall be the sum of the respective Allocated Interests and votes in the Association appertaining to each of the Units that were combined to create it.

Section 2.4. Subdividing a Combined Unit. Subject to Declarant's rights as set forth in Section 2.5 below, no Unit may be subdivided by a Unit Owner except a Combined Unit in accordance with this Section 2.4. Subject to the requirements of Sections 6.1 and 6.3 hereof, a Combined Unit may only be subdivided to restore the Unit boundaries of the original Units that were combined to create it. A Unit Owner of a Combined Unit desiring to subdivide his Unit shall submit an application to the Association in accordance with Section 5215 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act, including the right to deny any application for the subdivision of a Combined Unit that does not meet the requirements of the Community Documents and/or the Act. The Combined Unit shall remain under single ownership until after the time of effecting such subdivision. Upon approval by the Association of an application by a Unit Owner, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans, subdividing the Combined Unit. The amendment shall be executed by the Unit Owner of the Combined Unit being subdivided, assign an identifying number to each Unit created (which shall be the identifying numbers shown for such respective Units in the Plats and Plans prior to the creation of the Combined Unit), and reallocate the Allocated Interest and votes in the Association formerly allocated to the Combined Unit to the new Units being created in accordance with Section 2.1 above and on a proportionate basis.

Section 2.5. Subdividing or Converting Units Owned by Declarant. Declarant hereby reserves unto itself the Special Declarant Right granted in Section 5215 of the Act to subdivide or convert any Unit owned by Declarant into two or more Units, Common Elements or a combination of Units and Common Elements without the consent of the Association or any party whatsoever, but subject nevertheless to all applicable governmental requirements. Declarant shall be permitted to exercise such Special Declarant Right without submitting an application to the Association during the Development Period and thereafter by submitting an application to the Association. If Declarant exercises

such right, Declarant (or the Association, as the case may be) shall prepare and record an amendment to this Declaration, including the Plats and Plans, subdividing or converting such Unit(s). The maximum number of Units into which any Residential Unit owned by Declarant may be subdivided or converted shall be two hundred (200). If Declarant exercises its right to create Non-Residential Units in the Community, then the maximum number of Units into which any Non-Residential Unit owned by Declarant may be subdivided or converted shall be twenty (20). All costs and expenses of Declarant associated with the exercise of its rights reserved in this Section 2.5 shall be the responsibility of the Declarant.

Section 2.6. Costs of Relocating Unit Boundaries or Subdividing Units by Unit Owners. All costs and expenses associated with relocating Unit Boundaries pursuant to Subsection 2.3.2 above or subdividing a Combined Unit pursuant to Section 2.4 above, and, at the discretion of the Executive Board, the costs and expenses associated with preparing and recording any amendment to the Declaration and Plats and Plans required pursuant to Sections 5214 or 5215 of the Act, shall be the responsibility of the Unit Owner or Owners requesting the relocation of Unit Boundaries or the subdivision of a Combined Unit, as the case may be. Such costs and expenses shall include, without limitation, costs of obtaining all required governmental permits and approvals and all costs associated with repairing damage to the Common Elements and/or any other Unit that results from a Unit Owner's exercise of any of the rights granted by Sections 2.3.2 and/or 2.4 hereof.

### ARTICLE III

#### LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS

Section 3.1. Limited Common Elements. Without limiting the generality of Section 1.3.2 hereof, the following portions of the Community are hereby designated as Limited Common Elements:

3.1.1. Any portion of the Community designated as a Limited Common Facility or a Limited Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Limited Common Facility or a Limited Controlled Facility on the Plats and Plans or any amendment thereto, from time to time; and

3.1.2. The accessible areas of landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees on Type B Units and Type C Units to the extent installed by the Association or installed as part of the improvement of the Community prior to, or in connection with, the first certificate of occupancy issued for occupancy of a dwelling on each Type B Unit or Type C Unit, as applicable, the general maintenance of which shall be performed by the Association. Thereafter, any additional or different landscaping of any kind added to a Type B Unit or a Type C Unit by a Unit Owner shall be maintained solely by the Unit Owner of such Type B Unit or Type C Unit, at his sole cost and expense. Further, landscaping including lawns, plantings such as ground cover, shrubs, bushes and trees within enclosed fences or other structures shall be deemed not to

be accessible and, therefore, shall be maintained by the applicable Unit Owner at his sole cost and expense; and

3.1.3. The following surfaces on all Type B Units and Type C Units:

(a) Unit driveways; and

(b) Sidewalks (including those within Type B Units and Type C Units or abutting Type B Units and Type C Units); as well as service walks and other walkways.

Reasonably practical removal of snow from the areas referenced in this Section 3.1.3, and the reasonably practical treatment of ice accumulation on the areas referenced in this Section 3.1.3 shall be the responsibility of the Association in accordance with Section 7.3.1 of this Declaration. All other Maintenance obligations related to these areas shall be the sole obligation of the Unit Owner of the applicable Unit. By way of clarification, the sidewalks abutting Type B Units are Limited Common Elements solely as to Maintenance obligations but not for general use or access purposes.

3.1.4. Sidewalks abutting Type A Units shall be Limited Common Elements solely as to Maintenance obligations but not for general use or access purposes. The Maintenance (including removal of snow and treatment of ice accumulation) of each portion of a sidewalk abutting a Type A Unit, shall be the responsibility of the Unit Owner of the abutting Type A Unit, and the Association shall have no responsibility for such Maintenance.

3.1.5. The curbing that abuts any Unit shall be a Limited Common Element for that Unit solely as to Maintenance obligations but not for general use or access purposes pursuant to Section 7.2 hereof.

3.1.6. Any portion of the Community described as a Limited Common Element in Section 5202 of the Act.

Section 3.2. Common Elements Not Previously Allocated. As permitted by Section 5209(c) of the Act, the Declarant shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community. Any such allocation shall be made by an amendment to the Declaration or an assignment executed by the Declarant and recorded in the Office of the Recorder of Deeds for the county in which the Community is located. Further, as permitted by Section 5209(c) of the Act, the Association shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community but only during such period of time after expiration of the Development Period. Any such allocation shall be made by an amendment to the Declaration or an assignment executed by the Association and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

## ARTICLE IV

## COMMON FACILITIES

Section 4.1. Reservation and Designation. The Declarant hereby reserves the right to designate as a Common Facility any portion of the Community, or any improvement or facility, existing or contemplated, other than a Unit owned by a Unit Owner other than Declarant, as described in this Declaration and/or the Plats and Plans, as they may be amended from time to time, without the consent of the Association, or any Unit Owner, or holder or insurer of any Security Interest in any Unit, or any other party whatsoever. Without limiting the generality of the foregoing, the Declarant hereby designates the following portions of the Community as Common Facilities:

4.1.1. All conservation easement areas as designated on the Subdivision and Land Development Plan or the Plats and Plans and all other open space areas and any easements, landscaping and/or improvements thereon, not located within Unit boundaries; and

4.1.2. All portions of any retaining walls (including, without limitation, boulder walls and brick walls) and fences (including, without limitation, all fences delineating wetlands or wetland easement areas, as may be required by the Pennsylvania Department of Environmental Protection or other governmental agency having jurisdiction thereover) not located within Unit boundaries. Declarant reserves the right (subject to all applicable governmental requirements) to relocate, modify and/or eliminate any such retaining walls and/or fences as may be necessary or desirable for the orderly and safe development of the Community and provided that Declarant complies with all applicable governmental permits and approvals in relation thereto; and

4.1.3. All permanent stormwater facilities, including without limitation, the Stormwater Management System, swales, storm basins, storm piping and appurtenances, not located within Unit boundaries; and

4.1.4. Any private streets and alleys until and unless the same are accepted for dedication by the Township; as well as any sidewalks, curbing and beauty strips (including street trees) not located within Units; and

4.1.5. Community Amenities, if any, constructed upon any portion of the Common Facilities; and

4.1.6. Portions of the Walking Trails, if any, constructed upon any portion of the Common Facilities; and

4.1.7. Hastings Community Amenities, if any, constructed upon any portion of the Common Facilities; and

4.1.8. Any other portion of the Community designated as Common Facilities on the Plats and Plans, as they may be amended.

Section 4.2. Community Amenities. Common Facilities may include Community Amenities and Hastings Community Amenities. The Association shall have the right to establish and charge reasonable fees to the Unit Owners for use of the Community

Amenities and Hastings Community Amenities, to establish a schedule for such use by Unit Owners, and to regulate hours of operation of certain Common Facilities.

Section 4.3. Parking. Unit Owners having garages and/or driveways within the boundaries of their Units shall park their vehicles in their garages or driveways, provided no portion of vehicles encroach onto an adjacent sidewalk or alley. Parking areas or spaces in the Community (other than those located within Unit boundaries or designated as Limited Common Elements appurtenant to specific Units), if any, are Common Facilities available to visitors, guests and invitees of Unit Owners and other third parties on a first come-first served basis, subject to the rights of the Executive Board: (i) to promulgate Rules and Regulations regarding their use, (ii) to assign spaces to Unit Owners without allocating such spaces as Limited Common Elements, and (iii) to allocate spaces as Limited Common Elements as permitted by Section 3.2 above.

Section 4.4. Conveyance to the Association. Declarant or Declarant's successor in interest to a Common Facility shall own the Common Facility until such time as it has been conveyed to the Association in accordance with this Section 4.4. Notwithstanding anything herein to the contrary, to the greatest extent permitted by law, any land comprising a Common Facility on which no improvement is required to be constructed by Declarant shall be deemed substantially complete upon recording of this Declaration and the related Plats and Plans, or amendments thereto that identify such Common Facility; and such Common Facility shall be deemed conveyed to, and accepted by, the Association by virtue of recording this Declaration and the related Plats and Plans, or any amendment thereto that identifies such Common Facility. Subject to the last sentence of this Section 4.4, with respect to any Common Facility that is comprised of an improvement to be constructed by Declarant, after completion of the Common Facility, Declarant or any successor in interest to Declarant in the Common Facility shall lease, or convey fee simple title to the Common Facility, or shall transfer easements or other ownership rights, title and interests, to the Association by the later of (a) the date of conveyance by the Declarant of the last Unit the Declarant reserves the right to include in the Community, or (b) the expiration of the Development Period. No Common Facility improvement shall be conveyed or leased to the Association before it has been completed unless a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been provided for the benefit of the Association by the Declarant or a successor to Declarant's interest in the Common Facility improvement, as the case may be. Any such third-party mechanism shall not expire until the Common Facility improvement has been completed. A Common Facility improvement shall be deemed "completed" upon the recording of a certificate, executed by an independent registered surveyor, architect or professional engineer stating that the Common Facility improvement is substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans and the Public Offering Statement and so as to permit the use of such Common Facility improvement for its intended purpose. Upon conveyance of real property interests by Declarant to the Association, the Association shall be deemed to have accepted the conveyance of the Common Facility, and no agreement signed by the Association shall be required to evidence such acceptance or conveyance. Any uncompleted Common Facility improvements conveyed or leased to the Association shall be completed by the later of (a) the date of conveyance by Declarant of the last Unit the Declarant reserves the right to include in the Community, or (b) the expiration of the Development Period. Until such time as an uncompleted Common Facility improvement is completed, the Declarant shall be

solely responsible for real estate taxes assessed against or allocable to the Common Facility improvement and for all other expenses in connection therewith. The Association shall not be required to pay any consideration for any Common Facility, unless such facility is leased to the Association, in which case, the Association may be required to pay rent in accordance with any such lease. The obligation to convey a Common Facility to the Association shall be binding upon the Declarant and any successor in interest to Declarant in the Common Facility whether or not such successor succeeds to any Special Declarant Rights. Further and notwithstanding anything herein to the contrary, to the greatest extent permitted by law, title to a Common Facility improvement shall be deemed conveyed to the Association as of the date of completion of such Common Facility by virtue of recording this Declaration and related Plats and Plans, or any amendments thereto, that identify such Common Facility improvement.

Section 4.5. Common Expense. Upon conveyance or leasing of a completed Common Facility to the Association, all costs and expenses associated with the operation, administration, and Maintenance of the Common Facility shall become a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests determined pursuant to the provisions of Section 2.1 and subject to Section 11.2 of this Declaration, and such Common Expense assessments shall be subject to the lien provisions set forth in Section 11.4 hereof. No Unit Owner may exempt himself from liability for payment of such Common Expenses by waiver of the use or enjoyment of the Common Facilities, including any Community Amenities that constitute Common Facilities, or by abandonment of the Unit against which the assessments are made.

## ARTICLE V

### CONTROLLED FACILITIES

Section 5.1. Controlled Facilities. Without limiting the generality of Section 1.3.2 hereof, the Controlled Facilities shall include all of the following areas, and the improvements and/or facilities located therein other than those accepted for dedication to the public (except as may be specifically set forth to the contrary herein) or owned by a utility provider or governmental authority:

5.1.1. Any portion of any Unit designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Controlled Facility (including a Limited Controlled Facility) on the Plats and Plans or any amendment thereto, from time to time, including but not limited to:

(a) Any portion of any sidewalks (but not servicewalks), curbs and beauty strips, including street trees, located on or abutting any street, other than those located on the Common Facilities.

(b) All stormwater management/drainage, sanitary sewer, water, wetlands, access or other easement areas located within a Unit as shown on the Subdivision and Land Development Plan and/or the Plats and Plans from time to time. Declarant reserves the right to relocate, modify, eliminate or create such easement areas as may be necessary for the orderly and safe

development of the Community, provided that if Declarant relocates, modifies, eliminates or creates any easement such that a Unit as developed differs from the Subdivision and Land Development Plan and/or the Plats and Plans as last amended, Declarant shall inform all prospective purchasers of such Units of any such change and shall provide such prospective purchasers with a plat of such Unit depicting the actual easement area(s) as constructed. All such easement areas shall be preserved by Unit Owners as initially constructed (or as relocated or modified by Declarant, as applicable). No Unit Owner shall be permitted to change the location, grade, or size or make any modifications to an easement area that could adversely affect the purpose or function of the easement area without the prior written consent of the Declarant during the Development Period or the Executive Board thereafter.

(c) All portions of any clear sight triangles located within a Unit as shown on the Subdivision and Land Development Plan and/or the Plats and Plans from time to time. As required by the Subdivision and Land Development Plan or as required by applicable law, no structures, landscaping or grading may be constructed, installed or performed within the area of a clear sight triangle which would obscure the vision of motorists.

(d) All portions of any retaining walls (including, without limitation, boulder walls and brick walls) and fences required to be installed by a governmental authority, including the Township (including, without limitation, all fences delineating wetlands or wetland easement areas, as may be required by the Pennsylvania Department of Environmental Protection or other governmental agency having jurisdiction thereover) located within Unit boundaries, as well as any other retaining walls and fences located within Unit boundaries and installed by Declarant. Declarant reserves the right (subject to obtaining all necessary governmental permits and approvals and complying with all applicable governmental requirements) to replace, relocate, modify and/or eliminate any such retaining walls and fences, as may be necessary or desirable for the orderly and safe development of the Community. Notwithstanding anything herein to the contrary, the Association shall not be responsible for any fence or retaining wall installed by a Unit Owner.

(e) All improvements and facilities intended to serve the Community as a whole and not only the Unit upon which they are constructed, if any, including without limitation, street lights, fire hydrants, storm sewer inlets, street, traffic and stop signs, pedestrian paths that serve as common sidewalks, and other similar and dissimilar infrastructure and Community facilities.

(f) All permanent stormwater management facilities, including without limitation, portions of the Stormwater Management System, infiltration basins, infiltration beds, swales, inlets, rain gardens, storm basins, storm basin fencing, roof drains, storm piping and related appurtenances and any other PCSM BMPs located upon a Unit, if any.



5.1.2. All portions of the Walking Trails situate on Units or portions of the Project Property outside the Community.

5.1.3. Any other portion of the Community designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time.

5.1.3. To the extent that the Association has Maintenance, insurance and/or other obligations in connection therewith, any easement areas and facilities constructed therein that benefit the Community but that are located on lands not part of the Community, if any, for so long as the Association's obligations in connection therewith continue.

5.1.4. All portions of the Stormwater Management System located outside of the Community or situate in public rights of way.

Section 5.2. Easements, Leases, Licenses and Concessions. Subject to compliance with all applicable governmental requirements, the Association shall have the right to grant easements, leases, licenses and concessions on, over, through or under the Controlled Facilities as permitted by Sections 5302(a)(9) and 5302(b) of the Act, provided however, that any such grant that would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the owner of that Unit. Notwithstanding the foregoing, the Association shall have the right to offer easement rights or other property rights in and to the streets within the Community for dedication to public use, and/or to convey real property interests to a utility provider or municipal authority without the consent of any Unit Owner or any other party whatsoever.

## ARTICLE VI

### ARCHITECTURAL CONTROL AND APPEARANCE

Section 6.1. Architecturally Controlled Improvements. "Architecturally Controlled Improvements" shall mean:

(a) any improvement, alteration, modification or addition to (i) any land comprising a Unit or portion thereof; and/or (ii) the exterior appearance of any structure or other improvement located on a Unit or comprising a portion of a Unit (including, without limitation, any changes to the interior of any structure or improvement that can be seen from the exterior of such structure or improvement); and/or

(b) any improvement, alteration, modification or addition, whether exterior or interior to (i) any improvement on a Unit, or (ii) any improvement comprising part or all of a Unit, that may impair the structural integrity or mechanical systems or lessen the support of, or otherwise materially adversely affect, any other Unit or any Common Element.

By way of illustration and not limitation, any of the following shall be an Architecturally Controlled Improvement: addition or alteration of a garage; patio cover; shed; storage building; roofed, covered, enclosed or partially enclosed shelter of any kind; solar panel; outdoor fireplace; outdoor kitchen, outdoor grill area or outdoor food preparation facility; garden (except as otherwise provided in the remainder of this Section 6.1), pole, wire, rope or other fixture, appliance or apparatus upon which laundry is hung or exposed (unless fully enclosed in a structure and not visible from the exterior of such structure); dog house, kennel or dog run; play house, play structure, play equipment, whether or not affixed or secured to the ground, including, without limitation, a basketball hoop, swing set, hockey net, skateboard ramp, and pool; hot tub; fountain; pond; fence; privacy wall; gate; exterior display structure of any kind; exterior lighting fixture or illumination device or source; antenna or exposed electrical or electronic wire or line (unless fully enclosed in a structure and not visible from the exterior of such structure); and any item hung, painted or displayed on the outside of any part of a structure, including on any window, door, exterior wall or roof. Further, any alteration or modification to any material, color or other item changing the exterior appearance of any building, fence, wall or other structure or any portion thereof shall also be an Architecturally Controlled Improvement. The foregoing list of items is for illustration purposes only and the inclusion of any specific item on the list shall not mean or imply that such item is or shall be permitted.

Notwithstanding anything herein to the contrary, the following shall be excluded from the definition of Architecturally Controlled Improvements: (i) any initial improvement, alteration, modification or addition constructed by or on behalf of Declarant prior to or in conjunction with the sale of a Unit to an Initial Unit Purchaser; (ii) any improvement, alteration, modification or addition constructed by or on behalf of Declarant on a Common Element of the Community; (iii) any outdoor cooking or food preparation item that is portable, and that when not in use, is stored in a fully enclosed structure; and (iv) one or more flower and/or vegetable gardens maintained on a Unit that, in the aggregate, do not exceed three hundred (300) square feet in area.

Further, it is the intent of the Declarant that this Section 6.1 shall be liberally construed and interpreted such that the Architectural Control Board is given maximum flexibility to control the visual appearance of the Community.

Section 6.2. Architectural Control Board. The power of review and approval (or disapproval) of any and all Architecturally Controlled Improvements shall be vested solely in the Architectural Control Board, which shall be an independent body. The Architectural Control Board shall be comprised of three (3) members appointed by the Executive Board, except as otherwise provided in Section 6.3 below. The members of the Architectural Control Board need not be Unit Owners or occupants of the Community. Each calendar year, the members of the Architectural Control Board shall be appointed for a term of one (1) year or for the remainder of the then current calendar year, whichever is less, and in the event of termination of any member of the Architectural Control Board, the appointment of a successor or replacement member for the remainder of such member's term, shall be by the majority vote of the members of the Executive Board, except as otherwise provided in Section 6.3 below.

The Architectural Control Board also has the power to promulgate rules and regulations establishing procedures to be followed with respect to matters requiring its

approval, to adopt a schedule of reasonable fees that may be charged in conjunction with an Application, as hereinafter defined, and to promulgate architectural and aesthetic standards and policies, provided that any of the foregoing shall not be effective unless and until thirty (30) days advance notice thereof is provided to the Unit Owners.

If for any reason, a court of competent jurisdiction determines that some or all of the rights vested in the Architectural Control Board are not enforceable, such rights found to be unenforceable shall automatically and without further amendment to this Declaration be vested in the Executive Board of the Association as of the date of the decision of the applicable court.

Section 6.3. Appearance Control Period. The "Appearance Control Period" shall mean the time period commencing on the Effective Date of this Declaration and expiring on the earlier of (a) the date on which the last Dwelling Unit that may be created within the Community is conveyed by the Declarant or a successor declarant under this Declaration or (b) the date designated by Declarant in a written notice to the Executive Board. Declarant shall have the right to deliver the said written notice to the Executive Board without the consent of any party whatsoever.

Notwithstanding anything herein to the contrary, during the Appearance Control Period, Declarant shall have the right in its sole and absolute discretion to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, all members of the Architectural Control Board. Subject to the right of Declarant, in its sole and absolute discretion, at will, to remove and replace Declarant-appointed members, with or without cause, the terms of such appointed members of the Architectural Control Board shall be for the period from appointment until termination of the Appearance Control Period.

Section 6.4. Application, Review and Approval. Prior to commencing or permitting the commencement of any Architecturally Controlled Improvement, a Unit Owner shall submit a request for approval to the Architectural Control Board at the address designated by the Architectural Control Board in the records of the Association. Any Unit Owner application shall not be complete unless it is accompanied by plans and construction documents, describing and showing in reasonable detail, the proposed Architecturally Controlled Improvement, including, without limitation, applicable dimensions, materials and colors to be used, grade changes, siting, and landscape changes, as applicable (collectively, an "Application").

Any Application and any additional information requested by the Architectural Control Board shall be deemed received by the Architectural Control Board on the date on which a member of the Architectural Control Board provides written acknowledgment to the Unit Owner applicant that it has received the Application. Within thirty (30) days after receipt of the Application, the Architectural Control Board shall render its decision on any Application or shall request additional information in writing. If additional information regarding the Application is requested by the Architectural Control Board, the Architectural Control Board shall have thirty (30) days from the date of receipt of the additional information to render its decision on the Application. If an Application is approved, it may be approved with conditions, and in such case, the Architecturally Controlled Improvement shall be deemed approved subject to the applicant's compliance with such conditions. If an

Application is disapproved, the reasons for such disapproval shall be provided. Any disapproval shall be without prejudice to the right of the applicant to resubmit an Application for approval, in which the applicant addresses the reasons for the prior disapproval. If a written decision is not mailed to the Unit Owner applicant by the end of the applicable thirty (30) day period, the Application shall be deemed disapproved.

Section 6.5. Enforcement. Any Unit Owner, by acceptance of its deed for its Unit, acknowledges and agrees that any use of its Unit in violation of the provisions of this Article VI, including, without limitation, any Architecturally Controlled Improvement constructed, installed, placed, or maintained on a Unit without the approval of the Architectural Control Board (a "Nonconforming Improvement"), shall be removed or corrected in its entirety, within fifteen (15) days after notice to said Unit Owner of such Nonconforming Improvement from the Executive Board. Such notice shall be mailed to the occupant of the Unit via certified mail, return receipt requested, or overnight courier service, or shall be delivered by hand to an adult resident or occupant of the Unit. If there is no mailing address for the Unit at the time the written notice is provided, then such other address as the Association may have for the Unit Owner may be utilized.

If the Unit Owner does not cause the Nonconforming Improvement to be removed or corrected in its entirety within the fifteen (15) day period, the Executive Board shall have the right to do so, at the sole cost and expense of the Unit Owner. Any Unit Owner, by acceptance of its deed for its Unit, grants to the Executive Board an easement, license and the authority to cause such Nonconforming Improvement to be removed at the Unit Owner's expense. Notwithstanding any provision in this Declaration to the contrary, the Executive Board shall not have the right to commence removal or correction of any Nonconforming Improvement which would result in the material alteration or demolition of any building or other structure unless and until judicial proceedings to restrain violation or attempted violation or to recover damages for such violations or attempted violations shall be instituted by the Association.

Section 6.6. Liability. Neither the Association, the Executive Board (including any committees thereof), the Architectural Control Board, nor any officer or agent thereof shall be liable, in damages or otherwise, to anyone in connection with the approval or disapproval of any Application or for the consequences of such approval or disapproval. Neither the Association, the Executive Board (including any committees thereof), the Architectural Control Board, nor any officer or agent thereof shall be responsible for determining the safety or structural soundness of any Architecturally Controlled Improvement or its compliance with applicable laws, ordinances, regulations, or building codes. The establishment of a mechanism for the approval of Applications for Architecturally Controlled Improvements is for the sole purpose of protecting certain aesthetic standards within the Community for the benefit of the Unit Owners and is not intended for the protection of the health and safety of Unit Owners, occupants, or any other person or entity.

Section 6.7. Limitations on Application. The provisions of this Article VI shall not apply to the Declarant in the exercise of any Special Declarant Right or in the initial construction of Dwellings or other structures or improvements of any kind anywhere within the Community. Furthermore, the provisions of this Article VI shall not apply to any Builder

in the initial construction of a Dwelling or other structures or improvements upon or within a Unit.

Section 6.8. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Sections 11.5 and 11.6 of this Declaration and to compliance with the approval process in this Article VI and all applicable governmental requirements, the Executive Board may make any Architecturally Controlled Improvements and any other alterations to the Common Elements which, in its judgment, it deems necessary or advisable.

Section 6.9. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to the use, occupancy, construction, improvement, modification and Maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board or the Association or the Architectural Control Board. The Architectural Control Board's approval of a Unit Owner's proposed Architecturally Controlled Improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvement in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Architectural Control Board that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Executive Board, the Association or the Architectural Control Board shall be liable for any defects in any plans or specifications approved by the Architectural Control Board, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless and defend all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

## ARTICLE VII

### MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 7.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Community, the Units and Common Elements shall be Maintained by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Community Documents.

Section 7.2. Common Elements. The Association shall Maintain the Common Elements, except any portions thereof to be Maintained by the Unit Owners

pursuant any express provision of this Declaration. By way of illustration and not limitation, the Association shall Maintain the following:

- (a) Any retaining walls and fences required to be installed by the Municipality or other governmental authority having jurisdiction thereover (including, without limitation, all boulder walls and fences delineating stormwater management facilities) that are Common Facilities or Controlled Facilities;
- (b) All open space areas and any easements, landscaping and/or improvements thereon as described in Section 4.1.1 hereof;
- (c) Certain yard areas, sidewalks, driveways, service walks and other walkways appurtenant to Type B Units and Type C Units more particularly described in Sections 3.1.2 and 3.1.3 hereof;
- (d) The completed Roadways more particularly described in Section 4.1.4 hereof, unless and until such time as the Roadways, or any portion thereof, are offered to and accepted for dedication by the Municipality;
- (e) Common Element open spaces, including all sidewalks, curbs and beauty strips (including street trees) located thereon; and
- (f) Certain stormwater management facilities and PCSM BMPs more particularly described in Section 7.7 hereof.

Section 7.3. Units and Limited Common Elements. Each Unit Owner shall Maintain, at his own expense, all portions of his Unit and any Limited Common Elements appurtenant thereto, except to the extent that any portions thereof is expressly allocated in this Declaration to be Maintained by the Association. By way of illustration and not limitation, at all times (before and after acceptance of dedication by the Township) the sidewalks, curbs and beauty strips, including street trees located on or abutting a Unit (excluding those items located on Common Element open space) shall be maintained by the Unit Owners, except to the extent that any portion of Maintenance thereof is expressly allocated in this Declaration to be Maintained by the Association.

7.3.1. Without limiting the generality of the foregoing, for all Type B Units and Type C Units, the Association shall have the limited responsibility of the reasonably practical removal of snow therefrom and the reasonably practical treatment for ice accumulation thereon of individual Unit driveways, Limited Common Element sidewalks abutting the Unit, and Limited Common Element walkways. With the exception of the foregoing, all other Maintenance of individual Unit driveways, Limited Common Element sidewalks abutting the Unit, and other walkways, steps, stoops, patios, porches and decks located on a Type B Unit or a Type C Unit shall be the sole responsibility of the Unit Owner of such Unit.

7.3.2. Notwithstanding anything in this Declaration to the contrary, the responsibility of the Association for the removal of snow and for treatment for ice accumulation shall be limited to the reasonably practical removal of snow exceeding a

nominal amount and the reasonably practical removal or treatment of ice at reasonably practical intervals during snowfalls and/or freezing conditions. The Executive Board shall have the authority to determine the amount of snow which shall be deemed nominal and the intervals for snow and/or ice removal and/or treatment deemed to be reasonably practical.

Section 7.4. Failure to Maintain Units and Common Elements. Each Unit Owner shall reimburse the Association and any Unit Owners whose Units were damaged for the reasonable cost of repair of any damage to the Common Elements or to any other Unit caused by such Unit Owner's failure to properly Maintain any portion of his Unit (including any Controlled Facility) or any Limited Common Elements appurtenant thereto for which the Unit Owner is responsible. If the Owner of a Unit containing Controlled Facilities which the Unit Owner is responsible to Maintain pursuant to the Community Documents fails to Maintain such Controlled Facilities, the Association may, in its discretion, assume the responsibilities of the Unit Owner with respect to such Controlled Facilities, and the costs thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 below. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his Unit caused by the Association's failure to properly Maintain any portion of the Common Elements or any portion of a Unit or the Limited Common Elements appurtenant thereto which is to be Maintained by the Association.

If the Owner of a Unit containing landscaping (including lawns, plantings such as ground cover, shrubs, bushes and trees) which the Unit Owner is responsible to Maintain pursuant to the Community Documents fails to Maintain such landscaping, the Association may, in its discretion, assume the responsibilities of the Unit Owner with respect to such landscaping, and the costs thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 below.

Section 7.5. Chart of Maintenance Responsibilities. A Chart of Maintenance Responsibilities may be promulgated by the Executive Board from time to time upon sixty (60) days advance notice to Unit Owners. If promulgated, the Executive Board shall also have the right to amend, supplement and/or replace the Chart of Maintenance Responsibilities at any time and from time to time upon providing each Unit Owner with sixty (60) days advance notice of such amended, supplemented and/or replaced Chart of Maintenance Responsibilities. The Chart of Maintenance Responsibilities is not intended to describe or encompass every Maintenance function or to delineate all respective responsibilities among the Unit Owners and the Association. Instead the Chart of Maintenance Responsibilities is intended to supplement this Declaration and provide representative examples of the respective responsibilities of the Association and the Unit Owners with respect to Maintenance of the Units, Common Elements (Common Facilities and Controlled Facilities) and Limited Common Elements (Limited Common Facilities and Limited Controlled Facilities).

Section 7.6. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Community, including the right to enter a Unit for any proper purpose, at reasonable times and in a reasonable manner, upon such notice to an affected Unit Owner, if any, as shall be reasonable under the circumstances. In case of an emergency, no such notice is required and the right of entry shall be immediate, whether or not the Unit Owner is present at the time. By way of example and not of

limitation, any authorized person shall have the right to enter upon any portion of the Community for the purpose of correcting any condition threatening the health or safety of occupants of the Community, or damage to a Unit or the Common Elements; for the purpose of performing installations, alterations, maintenance or repairs; for the purpose of reading, maintaining, repairing and/or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control inspections and treatment; and for any other purpose necessary for the Association to carry out its powers or responsibilities under this Article VII, including without limitation the verification and/or correction of any Unit Owner's performance hereunder.

Section 7.7. Stormwater Management Facilities. The Community is subject to the PCSM Documents and the easements, Maintenance obligations and restrictive covenants contained therein. The PCSM Documents impose obligations on Declarant and its successors and assigns, as well as current and future owners of portions of the Community, with respect to the long-term Maintenance of the post construction stormwater management best management practices ("PCSM BMPs"). The PCSM BMPs shall be maintained in good working order in accordance with the specific Maintenance requirements set forth in the PCSM Documents, all applicable local, state and federal requirements and laws and this Declaration, or any amendment hereto. The responsibility for performing all Maintenance obligations with respect to the stormwater management facilities within or serving the Community, including, without limitation, day to day mowing, maintenance, inspection, repair and replacement of all stormwater management facilities shall be as follows:

(a) Unit Owners shall be responsible, at their respective sole cost, for performing day to day mowing, maintenance and inspection (but not repair or replacement) of all stormwater management facilities located on their respective Units, except to the extent that the Association is allocated this responsibility pursuant to the express terms of this Declaration or the other Community Documents.

(b) The Association shall be responsible for performing (i) repairs and replacements to all stormwater management facilities located on Units within the Community; and (ii) all Maintenance obligations for all stormwater management facilities located on Common Facilities within the Community. The costs thereof shall be allocated as set forth in the then-current budget of the Association. Notwithstanding the foregoing, if the Executive Board determines that it is in the best interest of the Community to cause the Association to perform day to day mowing, maintenance and inspection of the stormwater management facilities on one or more Units, the Association may assume such responsibility for any or all of the stormwater management facilities on one or more Units and the costs thereof shall be assessed against the benefitted Unit Owner(s) as a Limited Common Expense allocated to the Unit(s) as set forth in Section 11.3 hereof.

No further instrument or agreement shall be necessary to enforce the obligations herein against Unit Owners and the Association, as applicable, because they are successors-in-title to Declarant and will take title subject to and be bound by the PCSM Documents and this Declaration, including, without limitation, this Section 7.7. Notwithstanding the foregoing, if required by any governmental authority in order for Declarant's NPDES Permit



or other permit or approval to be renewed, amended, released, terminated or otherwise modified, or for Declarant to be released from liability thereunder, each Unit Owner and the Association shall, upon written request from Declarant, do, execute, acknowledge and deliver, all such further acts, deeds, consents, joinders, assignments, acknowledgements, transfers, conveyances, powers of attorney and assurances as may be required by any governmental authority to better assign, transfer, grant, assure, acknowledge and confirm to the applicable governmental authority the obligations of each Unit Owner and the Association pursuant to the PCSM Documents and this Declaration or to cause the NPDES Permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified and to cause Declarant to be released from liability thereunder (such obligations of each Unit Owner and the Association being the "Obligations"). Further, each Unit Owner and the Association, within fifteen (15) days after written request from Declarant, shall satisfy their respective Obligations at no cost or expense to Declarant or any other party. If any Unit Owner or the Association fails to timely satisfy its Obligations (such party being the "Defaulting Party"), which Obligations are covenants running with the land, Declarant may seek specific performance to enforce the Obligations and/or exercise any and all other rights and remedies available at law or in equity (an "Enforcement Action"). All costs, fees and expenses, including, without limitation, attorneys' fees, filing fees, court costs and expert fees, incurred in any manner by Declarant in enforcing the Obligations against the Defaulting Party shall be reimbursed by the Defaulting Party to Declarant within thirty (30) days after a request therefor. For avoidance of doubt the reimbursement obligation of the Defaulting Party to the Declarant shall not be limited to the costs, fees and expenses related to any court action but shall also include costs incurred by Declarant in relation to any negotiations and/or settlement discussions between the Declarant and the Defaulting Party.

## ARTICLE VIII

### EASEMENTS

Section 8.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Facilities, including without limitation, an unrestricted right of ingress and egress to and from his Unit over any streets and alleys constructed within the Community until or unless the same are accepted for dedication by the Township, subject nevertheless to the Association's right to promulgate Rules and Regulations concerning the use and enjoyment of the Common Facilities. In addition to such and in supplementation of the easements provided for and created pursuant to Sections 5216, 5217, 5218 and 5302(a)(9) of the Act, the following additional easements are hereby created or described, as applicable:

8.1.1. Declarant's Use for Sales Purposes. As permitted by Section 5217 of the Act, the Declarant and Declarant's designees shall have the right to maintain one or more sales offices, management offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by the Declarant, even if such Units are under contract with a Third Party Purchaser. The Declarant reserves the right to place models, management offices and/or sales offices on any portion of the Common Facilities or in a Unit in such a manner, or such size and number and in such locations as the Declarant

deems appropriate. The Declarant may from time to time relocate models, management offices and/or sales offices to different locations within the Community notwithstanding that the Community Documents may otherwise preclude such use in those locations.

8.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including the Township and any applicable municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Community. The easements created in this Subsection shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines (including, without limitation, propane gas lines), pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Subsection, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

8.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Units and/or Common Facilities not improved with Buildings for the purpose of constructing, maintaining, replacing and correcting facilities for the drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities. The easement created by this Subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable, unless such removal is part of the correction.

8.1.4. Declarant's Reservation of Easements and Right to Grant Easements. An easement on, over and under all portions of the Community not improved with Buildings is hereby established for the benefit of Declarant, or any designee of Declarant, for all purposes relating to the construction, development, leasing and sale of improvements on any other real estate owned by Declarant or a designee of Declarant. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. The Declarant further reserves the right to subject any portion of the Community not located within a Building to easements, and to grant, sell and convey easements for the purpose of benefiting the Community and/or any tract of land adjacent to or near the Community. Without limiting the generality of the preceding sentence, the Declarant may subject the Community to access easements, storm water management easements and/or utility easements to be used by or jointly with adjoining or nearby

properties, as well as easements for the common use and enjoyment of walking trails and open space facilities in the Community. In the event that Declarant grants one or more easements to benefit real estate not within the Community or any person not an owner or occupant of the Community, then the Declarant may, in its sole discretion, require that the owner of the benefited real estate or the person benefiting from the easement shall share on a pro rata basis in the costs of maintaining, repairing and/or replacing such easements and/or any facilities or improvements constructed therein.

8.1.5. Cameron Declaration. The Community is subject to, and benefits from, all applicable easements created pursuant to the Cameron Declaration in accordance with the terms and conditions set forth therein.

8.1.6. Easements in Favor of Units Benefited. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements; provided that such installation, repair, maintenance, use, removal and/or replacement does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building or adversely affect the use of any Unit by its Owner.

(b) For the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element as initially constructed by Declarant.

8.1.7. Easement for Structural Support. To the extent necessary, each Unit within a Building shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

8.1.8. Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units (including any Controlled Facilities) and the Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the exterior of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of Maintenance for which they are responsible, and to perform such items of Maintenance on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its reasonable discretion; (ii) for inspection and Maintenance of any portion of a Unit for which the Association is responsible, the Common Elements or the Limited Common Elements situated in or accessible from a Unit or Limited Common Elements, or

both; (iii) for correction of emergency conditions in one or more Units, Limited Common Elements, or Common Elements, (iv) for inspection, verification and/or correction of any Unit Owner's or occupant's compliance with or performance under the Community Documents including without limitation, Articles VI, VII and IX hereof; and (v) for discharging all obligations of the Association for PCSM BMPs, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Subsection.

8.1.9. Unit Owner's Use for Construction Purposes. Upon obtaining the prior consent of the Executive Board, a Unit Owner shall have a nonexclusive access easement through the Common Facilities as may be reasonably necessary for the purpose of construction, repair or renovation of such Unit Owner's Unit, subject, however to the requirements of this Declaration, including but not limited to, Articles II, VI, VII and IX, and provided that the exercise of such easement rights shall not adversely affect the use and enjoyment of the Common Facilities by other Unit Owners or the Association. The Association shall have the rights and powers granted to an association by the provisions of Section 5218 of the Act. A Unit Owner who exercises the easement rights hereunder, whether directly or indirectly through an agent, servant, contractor or employee, shall have the obligation to promptly return any portion of the Common Elements damaged by the exercise of the easement under this section to the appearance, condition and function which existed prior to the exercise of the easement rights hereunder, or to reimburse the Association for all reasonable costs, fees and expenses incurred by the Association to return any portion of the Common Elements so damaged to the appearance, condition and function which existed prior to the exercise of the easement rights granted hereunder.

8.1.10. Easement of Access and Passage. A non-exclusive easement of access and passage is hereby granted and conveyed on, over and across all private streets and alleys within the Community for the purpose of ingress, egress and regress (i) to and from all portions of the Community and (ii) between the Community and the public streets that serve the Community, for the benefit of the Declarant, all residents of the Project Property, the Association, and their respective agents, contractors, employees, tenants, occupants of their Units, guests, and invitees, as well as for the benefit of public safety personnel such as police, fire and rescue personnel, and emergency medical personnel; service providers such as trash collectors; delivery vehicles; school buses; mail delivery personnel; and other similar persons or entities providing services to the Community or the Project Property (collectively, "Benefited Persons"). To the extent that any sidewalks are located within the rights of way of such private streets and alleys, Declarant hereby grants and conveys a non-exclusive easement of access and passage upon, through, over and across such sidewalks for the benefit of Benefited Persons for ingress, egress and regress to and from all portions of the Community and between the Community and public streets serving the Community.

8.1.11. Easement Regarding Promotional Activities. During such time as the Declarant, or any affiliate of or related party to the Declarant or any builder or other party designated by Declarant is conducting construction activities within the Community or the Project Property, the Declarant reserves unto itself and its designees an easement to enter onto and use any Common Facilities owned or Maintained by the Association, including the Community Amenities, for the purpose of having promotional events related in

any manner to the Community or the Project Property, including without limitation, grand opening events, open house events, holiday events, community events, and other events (whether private or open to the public) that Declarant, in its sole discretion, believes will be likely to increase sales within the Community or the Project Property or otherwise benefit the nature and character of the Community or Project Property (the "Promotional Easement"). Declarant's (or its designee's) exercise of the Promotional Easement shall be (i) at no cost and expense to the Association or the Unit Owners; and (ii) conditioned upon Declarant or its designee, as applicable, causing the Common Facilities utilized for the event to be cleaned of debris caused by the exercise of the Promotional Easement rights. The said easements shall be utilized, maintained, repaired and replaced pursuant to any requirements set forth on the Subdivision and Land Development Plan or set forth in any applicable governmental approval, and in accordance with all applicable local, state and federal requirements and laws.

## ARTICLE IX RESTRICTIONS

Section 9.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant, shall have the same rights and duties that are appurtenant to each Unit. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

9.1.1. Permitted Use. Residential Units in the Community, with the exception of any Units during the time period when they are being used by the Declarant (or its designee, which may include a builder) as a model or sales or management office, are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Notwithstanding the foregoing, a Unit Owner or occupant may also use a Residential Unit for accessory uses that are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of the municipality in which the Unit is located and with the Rules and Regulations promulgated by the Association, as the same may be amended from time to time. In the event of a dispute regarding permissible business activities upon a Unit, the decision of the Executive Board shall be final, binding and conclusive. No vehicle, equipment or structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Residential Unit for any trade, business or other commercial purpose. Non-Residential Units may be used for any proper non-residential purpose; provided that any such use conforms with applicable zoning regulations and with the Rules and Regulations promulgated by the Association, as the same may be amended from time to time.

9.1.2. No Unlawful Purposes; Laws and Ordinances. No Unit Owner may use or occupy or permit his Unit to be used or occupied for any prohibited or unlawful purpose. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and Maintenance of any Unit, including any improvements or facilities erected thereupon.

9.1.3. Unit Condition. Each Unit Owner shall be solely responsible for maintaining his Unit in a clean, sanitary, safe and attractive condition, in accordance with the allocation of responsibilities set forth in this Declaration, any Chart of Maintenance Responsibilities (as it may be amended from time to time), and all Rules and Regulations in effect from time to time.

9.1.4. Landscaping Materials; Landscaping Maintenance. Except as otherwise approved by the Architectural Control Board, all landscaping on Units shall consist of natural materials, e.g., shrubs, trees, bushes, rocks, etc., and shall not include any artificial or man-made articles, e.g., statues, figures, birdbaths, windmills, etc. All landscaping on a Unit shall be established and maintained:

- (a) free of unsightly weeds and free of dead grasses, shrubs, plantings and trees; and
- (b) such that there shall be no soil erosion of the landscaped area; and
- (c) such that grass areas of Units shall not have grasses which exceed four inches (4") in height.

9.1.5. Fences. A Unit Owner shall not be permitted to construct a fence, or hedges or mass groupings of shrubs, trees or other planting which could be a visual barrier comparable to a fence, anywhere within the Community without the prior written approval of the Architectural Control Board. Notwithstanding the foregoing, Declarant or its contractors or designees shall be permitted to install temporary construction fencing within the Community as may be necessary to ensure safe and orderly construction activities, and permanent fencing as may be required for the safe development of the Community, or as Declarant may deem desirable. No Unit Owner or occupant shall alter or remove any fencing installed anywhere within the Community by Declarant, including without limitation, any fencing constructed upon any portion of the Common Facilities and any privacy fencing appurtenant to a Unit.

9.1.6. Temporary Facilities. No temporary structure, trailer, garage, tent or other similar facility shall be used at any time for residential purposes. Nothing herein shall prohibit the placement on any Unit by Declarant of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on such Unit.

9.1.7. Animals. No animals other than customary household pets shall be housed, maintained or otherwise permitted in any Unit, and no animals shall be housed or maintained on any Common Element (including any Limited Common Facility). No animals shall be kept, bred or maintained anywhere within the Community for commercial purposes. All pet owners shall immediately clean up, remove and discard in a proper receptacle all animal excrement produced by his pet and shall otherwise obey all pet Rules and Regulations promulgated by the Executive Board from time to time.

9.1.8. Swimming Pools and Hot Tubs. No swimming pool or hot tub shall be constructed, placed or maintained upon any Residential Unit unless the same shall

have been approved as an Architecturally Controlled Improvement pursuant to Section 6.1 of this Declaration.

9.1.9. Laundry. No poles, wires, ropes or other fixtures or appliances or portion thereof upon which laundry is hung or exposed shall be erected, placed or maintained upon any Unit unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to Section 6.1 of this Declaration.

9.1.10. Firewood; Tanks. Wood or any other material which is capable of being used for fuel in a fireplace, stove, or similar heating device shall not be stored on any Unit outside of a structure on said Unit. Tanks for the storage of any liquid or gas shall not be installed, placed or maintained on any Unit excepting only fuel tanks which are attached to and are part of a cooking appliance and while such appliance is in use.

9.1.11. Satellite Dishes; Antennas.

(a) As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Receptions Devices ("OTARDS") rule (the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Subject to Subsections 9.1.9 (b), (c) and (d) below, certain OTARDS shall be permitted to be installed within certain portions of the Community upon approval of the Architectural Control Board.

(b) Notwithstanding Subsection 9.1.9 (a) above and in lieu thereof to the extent permitted by the FCC, the Declarant shall have the right to install one or more OTARDS on or within any Common Facility portion of the Community as it deems appropriate, for the purpose of making the benefit of such facilities available to Unit Owners in the Community. Any such facilities installed to benefit Unit Owners shall be a Common Element if benefiting solely the Community, and the costs and expenses of operation, installation, and Maintenance shall be a Common Expense, allocated in accordance with the provisions of Section 11.3 hereof.

(c) This Section 9.1.11 shall apply in all respects to all OTARDS installed by tenants or other non-owner occupants of a Unit.

(d) In the event that any of the provisions of this Subsection 9.1.11 contradict any rules, rulings or determinations of the Federal Communications Commission or any other agency having jurisdiction as are then in effect, the then-current rules, rulings, or determinations of the FCC or such other agency having jurisdiction shall prevail. It is the intent of this Section 9.1.11 that it shall comply in all respects with applicable governmental statutes, regulations, rules, rulings and/or determinations.

9.1.12. Use of Streets. All streets and service alleys within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners, occupants and their invitees. Streets and service alleys shall not be used for storage or as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited. The streets shall further not be used for the storage of topsoil, stone, mulch, construction materials or other items, provided, however, that Declarant may store such items on the streets in connection with Declarant's construction activities.

9.1.13. Use of Common Facilities. There shall be no obstruction of the Common Facilities. Nothing may be constructed, placed or stored on the Common Facilities without the prior consent of the Executive Board. Nothing may be done on the Common Facilities that would in any way interfere with the use and enjoyment of any other Unit Owner or occupant within the Community. The Executive Board may impose additional restrictions on the use of the Common Facilities as it deems necessary or advisable.

9.1.14. Drainage. No Unit Owner shall interfere with, or permit, suffer, or cause the interference with, the established drainage pattern over any portion of the Community. For the purpose hereof, "established drainage" is defined as the drainage that will occur at the time the overall grading, landscaping and paving of the Units and Common Facilities is completed, including, but not limited to, within any stormwater drainage areas.

9.1.15. Signs. No sign, advertising poster or billboard of any kind shall be displayed to the public view in or on any Residential Unit without the prior written consent of the Architectural Control Board, except for signs established or used by the Declarant or its designee, including without limitation directional signs and promotional signs, and signs to advertise Units for sale or rent. Notwithstanding the foregoing, until such time as Declarant shall have sold one hundred percent (100%) of the Units which may be created in the Community to Third Party Purchasers, no Unit Owner of a Residential Unit shall be permitted to place any sign upon the exterior of his Unit for the purpose of advertising the Unit for sale or rent, except that a Unit Owner may place one (1) sign on the interior of any front window of the dwelling which may visible from the exterior of the Unit for the purpose of advertising the Unit for sale or rent, provided that such sign complies with any provisions governing signs contained in the Rules and Regulations or as otherwise promulgated by the Architectural Control Board. The Owner of a Non-Residential Unit shall have the right to place signage (i) on doors and windows comprising part of, or appurtenant to, such Non-Residential Unit; and (ii) on the exterior of such Non-Residential Unit and/or the structure containing such Non-Residential Unit, provided that the size of any such signage shall comply with all of the requirements of the local, county and state authorities having jurisdiction thereover.

9.1.16. Nuisances; Hazardous Activities. No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Unit. All garbage, trash and recycling must be disposed of in a proper manner consistent with all applicable regulations of South Fayette Township and any other governmental entity with jurisdiction over the Community. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted on or about the Units or Common Elements, except trash or debris left at curbside for trash collection purposes. No garbage, trash or recycling containers shall be



visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash and on the evening prior to that day. No trash or recycling containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements. Trash and recycling containers may not be placed curbside before dusk on the day immediately before the designated pick-up day and must be removed by the end of the designated pick-up day. No activities shall be conducted anywhere in the Community which are or might reasonably be unsafe or hazardous to any person or to property. Without limiting the generality of the foregoing, no firearms shall be discharged in the Community, and no open fires shall be lighted or permitted in the Community except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designated interior fireplace. No hunting of any type shall be permitted in the Community.

9.1.17. Motor Vehicles. The parking and storage of commercial vehicles, recreational vehicles, trailers, boats and similar vehicles is prohibited in all portions of the Community. As used herein, "commercial vehicles" shall mean any truck with a gross vehicle weight (truck plus rated payload) of 10,000 pounds or greater, and such other vehicles of a commercial nature as reasonably determined by the Executive Board. Notwithstanding the previous sentence, (i) the Declarant shall be permitted to keep commercial vehicles in the Community in conjunction with the development thereof and the construction of Units; and (ii) commercial vehicles may be temporarily parked in the Community in connection with deliveries, work by contractors and other non-permanent uses; and (iii) one (1) commercial vehicle of not more than one (1) ton payload capacity may be stored in the attached garage of a Unit. Motor vehicle repairs shall not take place in any portion of the Community, except wholly within a garage attendant to a Unit.

9.1.18. Limitations on Application of Restrictions. The restrictions set forth in this Section 9.1 shall not apply to the Declarant, a builder, a successor Declarant or their respective agents or employees, during the course of construction of improvements upon any portion of the Community, to the extent that the restrictions would interfere with such construction.

9.1.19. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use, operation and enjoyment of any portion of the Community, may be promulgated from time to time by the Executive Board, subject to the right of the Association to thirty (30) days' notice of such Rules and Regulations. Copies of the Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 9.2. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 9.1. All such requests may be decided by the Executive Board without prior submission from any other party, including any other Unit Owners. The Executive Board shall answer any written waiver request within sixty (60) days after receipt of the request. Failure to do so within such time shall not constitute approval by the Executive Board of the proposed action. The Executive Board shall review waiver requests in accordance with the provisions of the Community Documents. This waiver process shall be in addition to, and not in lieu of, the

approval process that is required to be made to the Architectural Control Board with respect to any Architecturally Controlled Improvements.

Section 9.3. Alterations and Improvements. All alterations and improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county, or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements, including without limitation, the obligation to obtain any required governmental permits and/or approvals, shall rest with the Unit Owner. Any alterations or improvements (including, without limitation, any Architecturally Controlled Improvements) made by or on behalf of a Unit Owner will not, under any circumstances, create any liability on the part of the Association, Declarant, Executive Board or any of its members of any of the foregoing (other than the Unit Owner making such alteration or improvement, or causing such alteration or improvement to be made) to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All costs and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of such Unit Owner.

## ARTICLE X

### LEASING

Section 10.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

10.1.1. All leases and rental agreements shall be in writing;

10.1.2. No lease or rental agreement for a Residential Unit shall be for an initial term of less than twelve (12) months;

10.1.3. All leases and rental agreements shall state that they are subject to the requirements of the Community Documents and the Association;

10.1.4. A Unit Owner shall deliver a copy of the Declaration, Bylaws, Chart of Maintenance Responsibilities (if any) and Rules and Regulations (if any), or otherwise make copies thereof available to the Unit Owner's tenant at the time any lease or rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to any of such documents received by the Unit Owner during the term of the lease shall be forwarded by the Unit Owner to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit or otherwise make such amendment(s) available to the tenant;

10.1.5. The rights of any tenant of a Unit shall be subject to, and each tenant shall be bound by the Community Documents, and a default thereunder shall constitute a default under the lease;

10.1.6. Notwithstanding that a lease may require the tenant to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provision shall not relieve the Unit Owner of his obligation for payment of same in the event that the tenant fails to do so;

10.1.7. A Unit Owner shall provide the Executive Board with the name(s) of the tenants, the address of the leased Unit, if a Residential Unit, the number of occupants of the Unit, such other information in connection with the lease as may reasonably be required by the Executive Board, and a copy of the receipt referred to in Section 10.1.4 within thirty (30) days after execution of the lease; and

10.1.8. A Unit Owner intending to lease his Unit shall provide his new mailing address, if at a location other than his Unit, to the Executive Board within ten (10) days after vacating his Unit.

Section 10.2. Exceptions. The provisions of this Article X shall not apply to Units leased or subleased by the Declarant, or to a mortgagee which is either in possession of a Unit or is a purchaser at a judicial sale.

## ARTICLE XI

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES; INITIAL ASSESSMENT; CAPITAL IMPROVEMENT FEE

Section 11.1. Definition of Common Expenses. Common Expenses shall include:

11.1.1. Expenses of administration and Maintenance of the Common Elements, subject to the provisions of Section 11.2 hereof;

11.1.2. Expenses declared to be Common Expenses by the Community Documents or the Act;

11.1.3. Expenses agreed upon as Common Expenses by the Association;

11.1.4. Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Units or Common Elements or to any other real or personal property acquired or held by the Association; and

11.1.5. In the event that the consumption of one or more utility services by the Units (as distinguished from the consumption of such services by the Common Facilities) shall be billed to the Association in the aggregate, the cost of such services consumed by each Unit, as measured by sub-meter(s) installed by or on behalf of the Association, and a nominal administrative fee to cover the cost of meter reading and utility invoicing, shall be Limited Common Expenses allocated to such Unit; provided however, that if the consumption of each Unit of any of such services is not measured by a sub-

meter, then the cost of such services shall be charged as Common Expenses against each Unit in accordance with the applicable Unit's Allocated Interest.

Section 11.2. Apportionment of Common Expenses; Interest.

11.2.1. Subject to the provisions of Subsection 11.2.2 hereof, Common Expenses shall be assessed against all Units in accordance with their Allocated Interests determined as set forth in Article II hereof in the case of General Common Expenses, and in accordance with Section 11.3 below in the case of Limited Common Expenses. In the event that the Community is merged or consolidated with one or more additional communities, as described in Section 19.3 hereof, the Allocated Interests shall be modified as described in Subsection 19.3.2 hereof. As set forth in Section 5314(b) of the Act, any past due assessment or installment thereof shall bear interest at the rate established by the Association, provided that such rate shall not exceed fifteen percent (15%) per year.

11.2.2. As permitted pursuant to Subsection 11.3.2 below, until an Unimproved Unit becomes an Improved Unit, the Unit Owner of such Unimproved Unit shall be entitled to pay a reduced assessment for Common Expenses, as determined by the Executive Board, whose determination shall be final. That reduced assessment shall be an amount equal to the projected Common Expense assessment for a Unit, less those items not then benefiting the Unit. Notwithstanding anything herein to the contrary, upon an Unimproved Unit becoming an Improved Unit, the foregoing reduced assessment provision shall no longer be applicable even if all improvements on a Unit are thereafter demolished or removed for any reason.

Section 11.3. Special Allocations of Expenses (Limited Common Expenses).

11.3.1. Any Common Expense associated with the Maintenance of a Limited Common Element shall be assessed in equal shares against the Unit(s) to which that Limited Common Element was assigned at the time the expense was incurred.

11.3.2. Any Common Expense benefiting one or more, but fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

11.3.3. Any Common Expense for services provided by the Association to an individual Unit shall be assessed against the Unit that benefits from such services.

11.3.4. Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities, subject to the provisions of Section 5319(c) of the Act.

11.3.5. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, his guests, invitees or other occupants of such Unit, the Association may assess the expense exclusively against his Unit.

11.3.6. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act, and reasonable costs and expenses of the Association, including

legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner are enforceable as assessments under Section 5315 of the Act and may be charged to such Unit Owner as Limited Common Expense assessments.

Section 11.4.        Lien.

11.4.1.        The Association has a statutory lien on a Unit for (a) any assessment levied against that Unit, and (b) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes due. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or the enforcement of the provisions of the Community Documents against the Unit Owner and charged pursuant to the Act and the Community Documents are enforceable as assessments under this Article XI. If an assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

11.4.2.        Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments, or to a judgment obtained for obligations secured by any such mortgage, or to liens for real estate taxes and other governmental assessments or charges against the Unit.

11.4.3.        Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien under this Section 11.4 is required.

11.4.4.        A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section 11.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

11.4.5.        Nothing in this Section 11.4 shall be construed to (a) prohibit actions to recover sums for which Subsection 11.4.1 and/or Section 5315 of the Act create a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

11.4.6.        A judgment or decree in any action brought under this Section 11.4 shall include costs and reasonable attorney's fees for the prevailing party.

11.4.7.        The Association's lien may be foreclosed in like manner as a mortgage on real property.

11.4.8.        If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any

unpaid assessments against that Unit which became due before the sale, other than no more than six (6) months of assessments that came due during the six months immediately preceding the date of the judicial sale, in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Unit Owners, including the purchaser.

11.4.9. Notwithstanding any restrictive endorsement, designation or instructions placed on or accompanying a payment, any payments received by the Association in the discharge of a Unit Owner's obligations may, at the discretion of the Executive Board, be applied first to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney fees incurred by the Association in collection or enforcement and then to any delinquent assessment.

11.4.10. Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Security Interest on a Unit.

Section 11.5. Budget Adoption. Budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and a notice describing any capital expenditure approved by the Executive Board to all Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board within thirty (30) days after such approval, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 11.5 and Section 5303(b) of the Act.

Section 11.6. Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 11.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 11.5 hereof. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 11.7. Certificate of Payment of Common Expense Assessments. Upon receipt of a written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act and any credits of surplus in favor of his Unit pursuant to Section 5313 of the Act. The statement, which shall be furnished within ten (10) business days after receipt of the request, shall be binding on the Association, the Executive Board and every Unit Owner.

Section 11.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 11.2 and 11.3 shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board

deems advisable. Special Assessments shall be due and payable in one or more installments and at such times determined by the Executive Board to be advisable.

Section 11.9. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 11.10. Commencement of Common Expense Assessments. Until the Association makes a Common Expense assessment, Declarant shall pay all expenses of the Community. After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

Section 11.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless such successor agrees to assume the obligation.

Section 11.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself from liability for payment of Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 11.13. Other Assessments.

11.13.1. Initial Assessment. Commencing upon the First Settlement and thereafter at the closing with each initial Third Party Purchaser, the Association shall collect from each such initial Third Party Purchaser an Initial Assessment in the amount set forth in the then current yearly budget for the Association, which amount may be used by the Association for any proper Association purposes, including for the general operation and Maintenance of the Community. The Declarant shall not use the Initial Assessment to defray any expenses with respect to the initial construction of the Common Elements or development of the Community for which the Declarant is obligated; however, the Initial Assessments may be used by the Association to offset any deficiencies in its budget. No amount paid hereunder shall be considered an advance payment of regular Common Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association upon the subsequent conveyance of his Unit or otherwise.

Section 11.14. Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, respectively, shall, at the discretion of the Executive Board, (a) be credited to each Unit in accordance with Section 5313 of the Act and applied to subsequent assessments against each such Unit until exhausted; or (b) be included in the budget of the Association for the ensuing fiscal year of the Association, to be applied against the payment of Common Expenses, Limited Common Expenses, or to fund reserves. A reasonable amount of

operating capital maintained by the Association shall not be deemed to be surplus funds as described in this Section 11.14.

Section 11.15. Association Records. During the period of Declarant control of the Association, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, and, for the period commencing on such date, a record for each Unit in the Community, including those owned by the Declarant, of its Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 11.7 of the Declaration and Section 5407 of the Act (regarding resale of a Unit). All Association financial records and other Association records that do not contain confidential information pertaining to Unit Owners (such as social security numbers or personal financial information, etc.) shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 11.16. Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request therefor, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

Section 11.17. Capital Improvement Fee. Upon the resale of a Unit, the Association may impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act. Such fees are not refundable upon any sale, conveyance or any other transfer of the title to a Unit. Capital Improvement Fees allocated by the Association must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. No fee shall be imposed on any gratuitous transfer of a Unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a Unit by foreclosure sale or deed in lieu of foreclosure to a secured lending institution as defined by the Housing Finance Agency Law. The Capital Improvement Fee imposed by the Association against each resale or retransfer of a Unit shall be the amount set forth in the then current yearly budget for the Association, subject nevertheless to the limitations set forth in Section 5302(a)(12) of the Act.



## ARTICLE XII

### DECLARANT CONTROL OF THE ASSOCIATION AND SPECIAL DECLARANT RIGHTS

#### Section 12.1. Control of the Association.

12.1.1. The Executive Board shall initially consist of three (3) members. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earliest of:

(a) seven (7) years after the date of the first conveyance of a Unit to a person other than the Declarant,

(b) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant,

(c) two (2) years after the Declarant or any successor declarant has ceased to offer Units for sale in the ordinary course of business, or

(d) two (2) years after any development right to add new Units was last exercised.

12.1.2. Upon the expiration of the period of Declarant control of the Association described in Subsection 12.1.1 above, all members of the Executive Board shall resign, and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

12.1.3. Notwithstanding the terms of Subsections 12.1.1 and 12.1.2 above, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created in the Community to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board appointed by Declarant shall resign, and a replacement member shall be elected by Unit Owners other than the Declarant.

12.1.4. Within sixty (60) days after the termination of the period of Declarant control of the Association, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, together with all applicable items designated in Section 5320 of the Act.

12.1.5. Not later than ninety (90) days after the termination of the period of Declarant control of the Association, Declarant shall deliver to the Association a complete audit of the finances of the Association for the time period between the last audit of the Association's financial books and records and the date of termination of the period of Declarant control of the Association, prepared by an independent certified public accountant in accordance with generally accepted accounting principles, the costs of which audit are to be borne equally by the Declarant and the Association.

12.1.6. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 12.1.2 hereof, the Unit Owners shall have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 12.2. Special Declarant Rights. Notwithstanding the transfer by Declarant to Unit Owners of control of the Association pursuant to Section 12.1 hereof, the Declarant reserves unto itself all Special Declarant Rights as defined in the Act. In addition, Declarant shall have the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be affected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

## ARTICLE XIII

### LIMITATION OF LIABILITY

Section 13.1. Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board shall not be personally liable for monetary damages for any action taken or any failure to take any action by:

13.1.1. the Executive Board; or

13.1.2. the Executive Board of any Master Association with respect to any powers delegated by the Association to that Master Association pursuant to Section 5302(a)(18) of the Act, following such delegation.

Section 13.2. Indemnification of Members of the Executive Board and Officers of the Association.

13.2.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

13.2.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection

with such threatened, pending or completed action or suit by or in the right of the Association.

13.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 13.2.1 and 13.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

13.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 13.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

13.2.5. Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (a) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding, and (b) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

## ARTICLE XIV

### INSURANCE

Section 14.1. Association Insurance. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in Subsections 14.1.1 and 14.1.2 below, and in accordance with the provisions of Section 5312 of the Act. Any property or comprehensive general liability insurance carried by the Association may contain a deductible provision. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners at their respective last known addresses. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.

14.1.1. Property Insurance.

(a) The Association shall obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities, if any, to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part (if insurance for the Unit is not provided by the Association as described in Subsection (b) below), insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

(b) In the case of a Building containing Units having horizontal boundaries as described in this Declaration and/or on the Plats and Plans, if any, then, to the extent reasonably available, the Association's property insurance policy shall include the Units, but not any improvements and/or betterments installed by Unit Owners, in accordance with Section 5312(b) of the Act.

14.1.2. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance that complies with the requirements of Section 5312(a)(2) of the Act, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or Maintenance of the Common Elements. The policy may name any managing agent as an additional insured.

Section 14.2. Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

14.2.1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

14.2.2. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.

14.2.3. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

14.2.4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the Association's policy, the Association's policy is primary insurance not contributing with the other insurance.

14.2.5. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.3. Unit Owner Policies. Each Unit Owner shall obtain and maintain in effect at all times, property and liability insurance on his Unit as follows: (1) If not covered by insurance maintained by the Association pursuant to Subsection 14.1.1(b), property insurance on the Unit, including any insurable betterments or improvements constructed upon or installed within the Unit, insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Unit and improvements, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or Maintenance of the Unit in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), or such other amount as may be reasonably determined from time to time by the Executive Board. The Executive Board shall provide all Unit Owners with written notice of any change in the amount of insurance required pursuant to this Section 14.3 no less than thirty (30) days before the effective date of the new requirement. A Unit Owner's insurance policies may cover losses to his Unit not covered by the insurance maintained by the Association due to a deductible provision or otherwise.

Section 14.4. Other Provisions. Insurance policies carried by Unit Owners pursuant to this Article shall provide that:

14.4.1. The Association shall be named as an additional insured party under all property insurance policies maintained by Unit Owners for the purposes set forth in Article 15 below.

14.4.2. The insurer waives its rights under the policy to subrogation against the Association.

14.4.3. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, the Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' Common Expense assessments and reserve funds on deposit. The bond shall include a provision that calls for thirty (30) days' written notice to the Association before the bond can be canceled or substantially modified for any reason. However, if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

Section 14.6. Workers' Compensation Insurance. The Executive Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 14.7. Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 13.2 hereof, if and to the extent available at a reasonable cost.

Section 14.8. Other Insurance. The Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers necessary or advisable to protect the Association or the Unit Owners.

Section 14.9. Premiums and Deductibles.

14.9.1. Insurance premiums for policies maintained by the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be levied by the Executive Board in accordance with Section 5314(c) of the Act.

14.9.2. Insurance premiums for policies maintained by a Unit Owner shall be the responsibility of the Unit Owner. If any insurance policy maintained by a Unit Owner contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible shall be the responsibility of the Unit Owner.

## ARTICLE XV

### DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1. Unit Owner's Duty to Restore.

15.1.1. Units With a Party Wall or Party Walls.

(a) Subject to the provisions of Section 5312(h)(2) of the Act and Subsection 15.1.1(b) below, damage that is not "material damage," as defined in Subsection 15.1.1(b) below, to any portion of the Community for which insurance is required to be maintained by a Unit Owner of a Unit with a Party Wall or Party Walls under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds is the Unit Owner's expense.

(b) Subject to the provisions of Section 5312(h)(2) of the Act, "material damage" to any portion of the Community for which insurance is required to be maintained by a Unit Owner of a Unit with a Party Wall or Party Walls under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association. The Association shall be responsible for adjustment of any such loss with the Unit Owner's insurance company, and for the rebuilding of the Unit, any other Units affected by such loss, and the Building of which the Unit is a part. The

cost of repair or replacement of any portion of the Unit not covered by insurance due to the application of a deductible, or otherwise in excess of insurance proceeds, is the Unit Owner's expense, and the Association shall have the right to assess such expense against the Unit Owner in accordance with Section 11.3 above. For the purposes of this Subsection 15.1.1(b), "material damage" shall mean damage to the Unit or the Building of which the Unit is a part, that, in the reasonable judgment of the Declarant during the Development Period and the Executive Board thereafter, adversely affects the structural, mechanical and/or aesthetic integrity of the Unit or the Building of which the Unit is a part, including, without limitation, any Party Wall or Perimeter Wall, the foundation, roof, siding or other material comprising or covering the exterior of any Perimeter Wall, or any portion of the electrical, mechanical, plumbing, ventilation or other systems that serve the Unit or the Building, or in any way affect any other Unit Owner's Unit. It is the intent of this Subsection 15.1.1(b) that responsibility for adjustment of the loss and repairing or rebuilding of the Unit and/or Building shall hereby be assigned to the Association in order to ensure that all portions of the Building affected by such material damage to a Unit or Units will be rebuilt to the same quality and standards of construction, expeditiously, efficiently, and in accordance with the architectural scheme established by the Declarant upon the initial construction of the Unit and/or Building. Although responsibility for repairing and/or rebuilding material damage is assigned to the Association, the cost of such repairing or rebuilding shall be paid from the proceeds of the Unit Owner's property insurance, and such proceeds shall be paid by the insurance company directly to the insurance trustee designated in the policy for that purpose, if any, or, in the absence of such designation, to the Association, in either case to be held in trust for the Unit Owner and such Unit Owner's mortgagee, as their interests may appear. Unit Owners and lien holders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Unit has been completely repaired or restored, or the Community is terminated.

15.1.2. Units Without a Party Wall or Party Walls. Subject to the provisions of Section 5312(h)(2) of the Act, any portion of the Community for which insurance is required to be maintained by a Unit Owner of Unit without a Party Wall or Party Walls under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds is the Unit Owner's expense. All such repairs and replacements shall be subject to the approval of the Architectural Control Board, to the extent the repairs and replacements involve an Architecturally Controlled Improvement.

Section 15.2. Association's Duty to Restore. Subject to the provisions of Section 5312(h)(1) of the Act, any portion of the Community for which insurance is required to be maintained by the Association under Section 5312 of the Act or this Declaration, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association in accordance with Section 5312 of the Act.

15.2.1. Cost. With respect to losses for which insurance is required to be maintained by the Association by Section 5312 of the Act or this Declaration, except for

the costs of repair or replacement which are not covered due to deductibles, the cost of repair or replacement in excess of insurance proceeds and reserves which have not been identified by the Executive Board to fund costs of capital expenditures budgeted for the current fiscal year of the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be a Common Expense levied by the Executive Board in accordance with the provisions of Section 5314(c) of the said Act.

15.2.2. Plans. The Community must be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the Community and which have been approved by the Architectural Control Board and the Township.

15.2.3. Replacement of Common Elements. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community.

15.2.4. Insurance Proceeds. Any loss covered by a property policy maintained by the Association pursuant to Subsection 14.1.1(b) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any proceeds from insurance maintained by the Association in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units (to the extent that Association policies cover damage to Units), and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Community has been completely repaired or restored, or the Community is terminated.

15.2.5. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not any portion of the damaged or destroyed Community is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

15.2.6. Certificates by Attorneys. If payments are to be made to Unit Owners, the Executive Board, and the trustee, if any, shall obtain and may rely upon an attorney's certificate of title or a title insurance certificate, based on a search of the land records of the county in which the Community is located, from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of any mortgages upon the Units.



## ARTICLE XVI

### AMENDMENTS TO DECLARATION

Section 16.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XX, XXI and XXII of this Declaration, or by the Association pursuant to Section 16.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 16.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 16.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in every county in which any portion of the Community is located and shall be effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 16.4. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 16.5. Special Declarant Rights. Provisions in this Declaration creating or modifying Special Declarant Rights may not be amended without the consent of the Declarant.

Section 16.6. Corrective Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, or to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Community or Association, or to make a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, residents or employees, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Security Interest in all or any part of the Community, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 16.6 and Section 5219(f) of the Act.

## ARTICLE XVII

### AMENDMENTS TO BYLAWS

Section 17.1. Amendments to Bylaws. The Bylaws may be amended only by vote of two thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration described in Section 16.6.

## ARTICLE XVIII

### RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 18.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws, whenever the Community Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 18.2. Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing and shall be given no less than five (5) days before the hearing is to occur. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 18.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of any person or persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. Otherwise, the decisions of the Executive Board are final.

## ARTICLE XIX

### POWERS OF THE ASSOCIATION

Section 19.1. Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made on account of an assessment against any Unit for Common Expenses and Limited Common Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged.

Section 19.2. Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.2.1 below, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to a Master Association, provided that any such assignment or delegation is made subject to the provisions of Section 5222 of the Act. The Association shall also have the right to serve as a Master Association, to accept any assignment or delegation of powers from one or more planned community or condominium associations, also provided that such acceptance or assignment is affected in accordance with and subject to Section 5222 of the Act.

19.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to a Master Association under Section 5222 thereof, or to cause the Association to accept the assignment or delegation of any of such powers from one or more planned community or condominium associations, without the consent of any Unit Owner or holder of any Security Interest in any Unit. These rights shall continue until the expiration of the Development Period, unless terminated prior to such date upon the filing of an amendment to this Declaration by the Declarant, confirming such termination. The Declarant expressly reserves the right to make or accept such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation.

Section 19.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.3.1 below, the Association shall have the power to merge or consolidate the Community with one or more other planned communities into a single planned community provided that such merger or consolidation is made in accordance with the provisions of Section 5223 of the Act.

19.3.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(14) of the Act, to cause the Community to be merged or consolidated with one or more other planned communities under Section 5223 thereof, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This right shall continue until the expiration of the Development Period, unless terminated prior to such date upon the filing of an amendment to this Declaration by the Declarant confirming such termination. The Declarant expressly reserves the right to make such merger(s) or such consolidation(s) at any time, at different times, in any order, without limitation.

19.3.2. Restrictions. No assurances are made that the buildings and the Units that are part of other planned communities that may be merged or consolidated with the Community will be compatible in terms of architectural style, quality of construction, and materials with the Units in the Community. No assurances are made that the restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units in the other planned communities. No assurances are made regarding the exact configuration, description or location of any buildings, improvements, common elements or limited common elements that may be created in other planned communities. No assurances are made regarding the proportion of units to limited common elements that may be created in other planned communities. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than the maximum number of Units permitted by municipal requirements applicable to the communities being merged. The Community may be merged with one or more planned communities at any time, at different times, in any order, without imitation and without any requirement that any other planned community be merged with the Community at any time. In the event that the Community is merged with one or more additional planned communities as described in Subsection 19.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by: (1) converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of units in the merged or consolidated planned communities (including the Community); and (2) multiplying the product by any applicable factor assigned by the Declarant, pursuant to Section 2.1 hereof. In the event that the Declarant does not merge or consolidate any other planned communities with the Community, the assurances contained in this Section 19.3 shall not apply in any way to any other planned communities or any portion thereof.

Section 19.4. Conveyance or Encumbrance of the Common Facilities. If Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association, at least eighty percent (80%) of which affirmative votes are allocated to Units not owned by the Declarant, agree, any one or more portions of the Common Facilities may be conveyed or subjected to a Security Interest by the Association. Any conveyance or encumbrance of the Common Facilities by the Association shall be affected in strict accordance with Section 5318 of the Act.

Section 19.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 19.4 hereof shall exercise its rights against the Common Facilities before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Facilities, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. No other property of a Unit Owner is subject to the claims of creditors of the Association. Any Unit Owner may have his Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

## ARTICLE XX

### CONVERTIBLE REAL ESTATE

Section 20.1. Reservation. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area(s) described on **Exhibit D** attached hereto. There are no other limitations on this option to convert Convertible Real Estate. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Convertible Real Estate in Declarant's sole discretion. For any Additional Real Estate added to the Community as Convertible Real Estate, the provisions of Article XXII shall govern.

Section 20.2. Assurances. If the Convertible Real Estate is converted, no assurances are made regarding the actual Unit configuration, or the description or location of any Building or structure, or other improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than the maximum number of Units permitted by applicable governmental requirements, subject to amendment or modification of the Subdivision and Land Development Plan or two thousand (2,000), whichever is less, and some or all of which may be Non-Residential Units. No assurances are given that any Units created by the conversion of Convertible Real Estate or improvements constructed thereon will be compatible in quality of construction, materials or architectural style with the Units and improvements on other portions of the Community. With respect to any Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Residential Units shall apply to Residential Units created within the Convertible Real Estate. With respect to any Non-Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Non-Residential Units shall apply to Non-Residential Units created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor to the proportion of Limited Common Elements to Units therein. The Allocated Interest appurtenant to each Unit created by the conversion of the Convertible Real Estate and the other existing Units shall be recalculated as required by Section 2.1 hereof.

## ARTICLE XXI

### WITHDRAWABLE REAL ESTATE

Section 21.1. Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on **Exhibit D** attached hereto. There are no other limitations on this option to withdraw Withdrawable Real Estate. The Allocated Interest appurtenant to each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate unless Units were created within the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units shall be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal. In the event that the Declarant withdraws all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Withdrawable Real Estate in Declarant's sole discretion. For any Additional Real Estate added to the Community as Withdrawable Real Estate, the provisions of Article XXII shall govern.

Section 21.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Community in accordance with the provisions of this Declaration and such withdrawn real estate is not either dedicated and accepted by the Township or any other governmental authority or deeded to a Master Association, reciprocal easements, including, but not limited to the following, shall be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Community, on the other hand, to the extent that such easements are appropriate in the sole but reasonable discretion of Declarant:

21.2.1. A non-exclusive easement and right-of-way over, on, and upon any roads, streets, alleys, sidewalks, parking areas and other areas designed for pedestrian passage for ingress and egress to and from any public streets serving the Community;

21.2.2. The right of access for the placement and Maintenance of utility facilities to serve any owner of any portion of the Community, including, inter alia, electrical, gas, telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

21.2.3. The right to use and gain access to existing utility facilities located on the Community, including, inter alia, the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;

21.2.4. The right to enter upon the Community at reasonable times for the purpose of laying, constructing, inspecting, Maintaining or removing said utility facilities.

Section 21.3. Declaration of Reciprocal Easements. Prior to withdrawing Withdrawable Real Estate that is not either dedicated to and accepted by the Township or any other governmental authority or deeded to a Master Association, the Declarant, without the consent of the Association or any Unit Owner, shall execute and record a Declaration of Reciprocal Easements creating the rights above and others as may be reasonably necessary, subject, inter alia, to the following conditions:

21.3.1. The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities.

21.3.2. Any party exercising the easement right to install utility facilities over, under or through the Community shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Community by the owners and occupants thereof.

21.3.3. The party exercising such easement right, at its sole cost, shall promptly restore the Community to its original condition.

21.3.4. The expense of operating and Maintaining any area or facility, subject to a reciprocal easement, shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors.

21.3.5. The party exercising any easement right shall indemnify and hold harmless all other owners within the Community and/or owners of the withdrawn Withdrawable Real Estate, as the case may be, from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted in this Section 21.3.

## ARTICLE XXII

### ADDITIONAL REAL ESTATE

Section 22.1. Reservation. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to add Additional Real Estate to the Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit, or any other party

whatsoever. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add all or portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on **Exhibit E** attached hereto. There are no other limitations on this option to add Additional Real Estate to the Community. Any Additional Real Estate added to the Community may be added as Convertible Real Estate and/or Withdrawable Real Estate subject to all of the provisions of Articles XX and XXI, inter alia, of this Declaration.

Section 22.2. Assurances. The Declarant makes no assurances as to the location and description of Units, improvements and Common Elements that may be made or created within the Additional Real Estate. At such time as the Community is expanded, the maximum number of Units that may be created within the Additional Real Estate as an aggregate will be the maximum number of Units permitted by applicable municipal requirements, subject to further amendment or modification of the Subdivision and Land Development Plan or two thousand (2,000), whichever is less, and some or all of which may be Non-Residential Units. No assurance is given that any improvements to be constructed on the Additional Real Estate and the Units therein will be compatible in quality of construction, materials and architectural style with the Units and improvements in the Community. The Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. The Declarant makes no assurances as to type, size, maximum number of such Common Elements and Limited Common Elements, assignment of Limited Common Elements to the Units, or the proportion of Units to Limited Common Elements. The Allocated Interest appurtenant to each Unit created in the Additional Real Estate and the Community shall be recalculated as required by Section 2.1 hereof. With respect to any Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Residential Units shall apply to the Residential Units created in the Additional Real Estate. With respect to any Non-Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Non-Residential Units shall apply to the Non-Residential Units created in the Additional Real Estate. In the event that the Declarant does not add any portion of the Additional Real Estate, the assurances contained in this Article shall not apply in any way to the Additional Real Estate not added or any portion thereof.

## ARTICLE XXIII

### TERMINATION OF THE COMMUNITY

Section 23.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, provided that at least eighty percent (80%) of the affirmative votes are allocated to Units not owned by the Declarant.



ARTICLE XXIV  
INTERPRETATION

Section 24.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

ARTICLE XXV  
SEVERABILITY

Section 25.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community which this Declaration is intended to create.

ARTICLE XXVI  
EFFECTIVE DATE

Section 26.1. Effective Date. This Declaration shall become effective on the date on which it is recorded (the "Effective Date").

***[Signature page follows]***



## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel of land, being Lot 1 in the Minor Subdivision of Mayview State Hospital as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 269, Page 95, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 1 in the Minor Subdivision of Mayview State Hospital as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 269, Page 95, and lands now or formerly of The Ohio Central Railroad System; thence from said point of beginning by the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of The Ohio Central Railroad System the following eighteen (18) courses and distances:

S 42° 54' 10" E a distance of 289.56 feet;  
S 40° 33' 49" E a distance of 419.59 feet;  
S 89° 36' 43" E a distance of 432.07 feet;  
N 68° 47' 14" E a distance of 101.98 feet;  
N 80° 05' 50" E a distance of 400.00 feet;  
N 09° 54' 10" W a distance of 10.00 feet;  
N 80° 05' 50" E a distance of 270.00 feet to a point of curvature;  
in an easterly direction by a curve bearing to the right having a radius of 2,303.66 feet through an arc distance of 723.72 feet, also having a chord bearing of N 89° 05' 50" E and a chord distance of 720.74 feet, to a point of compound curvature;  
in an southeasterly direction by a curve bearing to the right having a radius of 654.14 feet through an arc distance of 727.75 feet, also having a chord bearing of S 50° 01' 52" E and a chord distance of 690.80 feet;  
S 71° 50' 27" W a distance of 20.00 feet;  
in an southwesterly direction by a curve bearing to the right having a radius of 634.14 feet through an arc distance of 978.29 feet, also having a chord bearing of S 26° 02' 09" W and a chord distance of 884.12 feet;  
S 72° 39' 30" W a distance of 475.41 feet;  
S 71° 55' 20" W a distance of 331.44 feet;  
S 69° 40' 12" W a distance of 438.03 feet;  
S 53° 58' 31" W a distance of 70.04 feet;  
in a southwesterly direction by a curve bearing to the left having a radius of 697.63 feet through an arc distance of 501.35 feet, also having a chord bearing of S 45° 50' 12" W and a chord distance of 490.63 feet;  
S 31° 34' 51" W a distance of 141.13 feet;  
S 23° 37' 50" W a distance of 58.04 feet to a point on the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Boyce Plaza Apartments, LP, also known as Parcel "A" in the Final Development Plan for

Torrente at Upper St. Clair PRD Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 279, Page 160;

thence by the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Boyce Plaza Apartments, LP, also known as Parcel "A" in said Final Development Plan for Torrente at Upper St. Clair PRD Plan, the following four (4) courses and distances:

N 89° 18' 43" W a distance of 140.90 feet;  
N 36° 36' 46" W a distance of 287.54 feet;  
N 84° 36' 46" W a distance of 310.00 feet;  
S 57° 53' 14" W a distance of 250.00 feet to a point on the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Aloe Brothers, LLC;

thence by the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Aloe Brothers, LLC, N 42° 37' 35" W a distance of 78.00 feet to a point; thence continuing by same N 68° 07' 35" W a distance of 202.52 feet to a point on the southerly right of way line of said Mayview Road; thence by the southerly right of way line of said Mayview Road the following eighteen (18) courses and distances:

N 82° 34' 35" E a distance of 392.34 feet  
N 80° 48' 25" E a distance of 335.96 feet to a point of curvature;  
in a northeasterly direction by a curve bearing to the left having a radius of 1,025.00 feet through an arc distance of 174.64 feet, also having a chord bearing of N 75° 55' 33" E and a chord distance of 174.43 feet to a point of tangency;  
N 71° 02' 41" E a distance of 97.44 feet to a point of curvature;  
in a northeasterly direction by a curve bearing to the left having a radius of 130.00 feet through an arc distance of 194.34 feet, also having a chord bearing of N 28° 13' 07" E and a chord distance of 176.74 feet to a point of tangency;  
N 14° 36' 27" W a distance of 317.99 feet;  
S 75° 23' 33" W a distance of 8.50 feet;  
N 14° 36' 27" W a distance of 215.17 feet to a point of curvature;  
in a northerly direction by a curve bearing to the right having a radius of 898.50 feet through an arc distance of 168.21 feet, also having a chord bearing of N 09° 14' 39" W and a chord distance of 167.96 feet to a point of tangency;  
N 03° 52' 52" W a distance of 106.37 feet to a point of curvature;  
in a northwesterly direction by a curve bearing to the left having a radius of 542.50 feet through an arc distance of 231.86 feet, also having a chord bearing of N 16° 07' 29" W and a chord distance of 230.10 feet to a point of tangency;  
N 28° 22' 07" W a distance of 153.00 feet to a point of curvature;  
in a northwesterly direction by a curve bearing to the left having a radius of 551.50 feet through an arc distance of 215.61 feet, also having a chord bearing of N 39° 34' 07" W and a chord distance of 214.24 feet to a point of tangency;  
N 50° 46' 08" W a distance of 457.91 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 165.58 feet through an arc distance of 163.24 feet, also having a chord bearing of N 22° 31' 44" W and a chord distance of 156.71 feet to a point of compound curvature; in a northerly direction by a curve bearing to the right having a radius of 277.76 feet through an arc distance of 48.96 feet, also having a chord bearing of N 10° 45' 52" E and a chord distance of 48.90 feet to a point of tangency; N 15° 48' 52" E a distance of 104.43 feet; N 16° 47' 48" E a distance of 76.15 feet to point on the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of said The Ohio Central Railroad System, at the point of beginning.

Containing an area of 3,542,788 square feet or 81.331 acres.

LESS AND EXCEPTING THEREFROM Lots 188, 217, 218, 219 and 220 shown on that certain Charter Homes at Hastings Plan, recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page.157, said excluded lands further being described as part of the Additional Real Estate identified in Exhibit E below.

**EXHIBIT B****ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
PHASE 1			
101	A	1.3513	1
102	A	1.3513	1
103	A	1.3513	1
104	A	1.3513	1
105	A	1.3513	1
106	A	1.3513	1
107	A	1.3513	1
108	A	1.3513	1
109	A	1.3513	1
110	A	1.3513	1
111	A	1.3513	1
112	A	1.3513	1
113	A	1.3513	1
114	A	1.3513	1
115	A	1.3513	1
116	A	1.3513	1
117	A	1.3513	1
118	A	1.3513	1
119	A	1.3513	1
120	A	1.3513	1
121	A	1.3513	1
122	A	1.3513	1
123	A	1.3513	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
124	A	1.3513	1
125	A	1.3513	1
126	A	1.3513	1
127	C	1.3513	1
128	C	1.3513	1
129	C	1.3513	1
130	C	1.3513	1
131	C	1.3513	1
132	C	1.3513	1
133	B	1.3513	1
134	B	1.3513	1
135	B	1.3513	1
136	B	1.3513	1
137	B	1.3513	1
138	B	1.3513	1
139	B	1.3513	1
140	B	1.3513	1
141	B	1.3513	1
142	B	1.3513	1
143	B	1.3513	1
144	B	1.3513	1
145	B	1.3513	1
146	B	1.3513	1
147	B	1.3513	1
148	B	1.3513	1
149	B	1.3513	1
150	B	1.3513	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
151	B	1.3513	1
152	B	1.3513	1
153	B	1.3513	1
154	B	1.3513	1
155	B	1.3513	1
156	B	1.3513	1
161	B	1.3513	1
162	B	1.3513	1
163	B	1.3513	1
164	B	1.3513	1
165	B	1.3513	1
166	B	1.3513	1
167	B	1.3513	1
168	B	1.3513	1
169	B	1.3513	1
170	B	1.3513	1
171	B	1.3513	1
172	B	1.3513	1
173	B	1.3513	1
174	B	1.3513	1
175	B	1.3513	1
176	B	1.3513	1
177	B	1.3513	1
178	B	1.3513	1
<b>Total Units – 74</b>		<b>99.9962</b>	<b>74</b>



## **EXHIBIT C**

### **PLATS AND PLANS**

The Declaration Plats and Plans, which shall constitute the Plats and Plans for Hastings, A Planned Community, consist of the recorded "Charter Homes at Hastings Subdivision Plan" recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, and the Certification attached to this Exhibit C.

## CERTIFICATION

I, Patrick T. Cooper, being a Registered Surveyor (Pennsylvania License No. 40392-E), independent of Charter Homes at Hastings, Inc., a Pennsylvania corporation, Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania (the "Planned Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended, (the "Act"), as follows:

1. Except as otherwise stated herein, all information pertaining to the Planned Community that is required by Section 5210 of Act is contained in the Charter Homes at Hastings Plan, dated September 21, 2016, last revised on February 8, 2017, prepared by The Gateway Engineers, Inc., and recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157 (the "Plan"). All information pertaining to the Planned Community and required by Section 5210 of the Act that is not contained in the aforementioned Plan is set forth below.

2. The name of the Planned Community is "Hastings, A Planned Community."

3. Except for the Units, limited Common Facilities, and Common Elements located within Lots 101-156, inclusive, and 161-178, inclusive, all of the improvements shown on the Plan are contemplated improvements only that "NEED NOT BE BUILT," and which consist of Convertible and Withdrawable Real Estate, except for Lots 188, 217, 218, 219, and 220, which constitute Additional Real Estate. The location of all such contemplated improvements as shown on the Plan are approximate. The Declarant reserves the right to change the number of Units it may create in the Planned Community in accordance with applicable governmental requirements.

4. The Additional Real Estate of the Planned Community is as follows: (i) Lots 188, 217, 218, 219 and 220, shown on the Plan; Allegheny County Tax Parcel No. 480-E-3, more fully described in Exhibit E to the Declaration; and Allegheny County Tax Parcel No. 571-A-1, more fully described in Exhibit E to the Declaration

5. The vertical Unit boundaries for Units 101-156, inclusive, and 161-178, inclusive, are coincident with the lot lines for Lots 101-156, inclusive, and 161-178, inclusive, respectively, as shown on the Plan. There are not horizontal Unit boundaries for Units 101-156, inclusive, and 161-178, inclusive.

6. Pursuant to Subsection 3.1.1 of the Declaration, all areas located on Type B Units and Type C Units, outside of the Building footprint, shall be Limited Controlled Facilities appurtenant to the Units they serve.

Dated: March 12, 2018



  
\_\_\_\_\_  
Name: Patrick T. Cooper  
Title: Project Manager

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:  
:

SS:

COUNTY OF Allegheny

On this, the 12 day of March, 2018, before me, the undersigned officer, personally appeared Patrick T. Cooper, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Rosemarie Griffin

Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Rosemarie Griffin, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Sept. 17, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires:  
Sept. 17, 2021

## EXHIBIT D

### LEGAL DESCRIPTION OF THE CONVERTIBLE AND WITHDRAWABLE REAL ESTATE

ALL THAT CERTAIN parcel or tract of land situate in South Fayette Township, Allegheny County, Pennsylvania more particularly bounded and described on **Exhibit A** to this Declaration, **less and excepting** therefrom Units 101-156, inclusive, and 161-178, inclusive, as more particularly depicted on the Plats and Plans attached as Exhibit C to this Declaration.

## EXHIBIT E

### LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

#### Lot 220

All that certain parcel of land, being Lot 220 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the southeasterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 219 and Lot 220 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, thence from said point of beginning by the line dividing Lot 219 and Lot 220 in the Charter Homes at Hastings Plan N 86° 30' 25" E a distance of 489.35 feet to a point on the line dividing Lot 220 in the Charter Homes at Hastings Plan and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence by the line dividing Lot 220 in the Charter Homes at Hastings Plan and lands now or formerly of Pittsburgh and Ohio Central Railroad Company the following four (4) courses and distances:

S 53° 58' 31" W a distance of 23.32 feet;

by a curve bearing to the left having a radius of 697.63 feet through an arc distance of 501.35 feet, said curve having a chord bearing of S 45° 50' 12" W and a chord distance of 490.63 feet;

S 31° 34' 51" W a distance of 141.13 feet;

S 23° 37' 50" W a distance of 58.04 feet to a point;

thence by the line dividing Lot 220 in the Charter Homes at Hastings Plan from lands now or formerly of Pittsburgh and Ohio Central Railroad Company and the Final Development Plan for Torrente at Upper St. Clair PRD Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 279, Page 160, N 89° 18' 43" W a distance of 140.90 feet to a point; thence by the line dividing Lot 220 in the Charter Homes at Hastings Plan and the Final Development Plan for Torrente at Upper St. Clair PRD Plan the following three (3) courses and distances:

N 36° 36' 46" W a distance of 287.54 feet;

N 84° 36' 46" W a distance of 310.00 feet;

S 57° 53' 14" W a distance of 250.00 feet to a point on the line dividing Lot 220 in the Charter Homes at Hastings Plan and lands now or formerly of Aloe Brothers, LLC; thence by the line dividing Lot 220 in the Charter Homes at Hastings Plan and lands now or formerly of Aloe Brothers, LLC, N 42° 37' 35" W a distance of 78.00 feet to a point; thence continuing by same N 68° 07' 35" W a distance of 202.52 feet to a point on the southerly right of way line of said Mayview Road, State Route No. 3005; thence by the southerly right of way line of Mayview Road the following five (5) courses and distances:

N 82° 34' 35" E a distance of 392.34 feet;

N 80° 48' 25" E a distance of 335.96 feet to a point of curvature;

by a curve bearing to the left having a radius of 1025.00 feet through an arc distance of 174.64 feet, said curve having a chord bearing of N 75° 55' 33" E and a chord distance of 174.43 feet to a point of tangency;

N 71° 02' 41" E a distance of 97.44 feet to a point of curvature;

by a curve bearing to the left having a radius of 130.00 feet through an arc distance of 94.50 feet, said curve having a chord bearing of N 50° 13' 10" E and a chord distance of 92.44 feet to a point on the line dividing Lot 219 and Lot 220 in the Charter Homes at Hastings Plan, at the point of beginning.

Containing an area of 269,283 square feet or 6.182 acres.

### Lot 219

All that certain parcel of land, being Lot 219 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 219 and Lot 220 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, thence from said point of beginning, along the easterly right of way line of Mayview Road, State Route No. 3005, variable width and Lot 219 in said Charter Homes at Hastings Plan the following four (4) courses and distances:

in a northerly direction by a curve bearing to the left having a radius of 130.00 feet through an arc distance of 99.83 feet, also having a chord bearing of N 07° 23' 31" E and a chord distance of 97.40 feet, to a point of tangency;

N 14° 36' 27" W a distance of 317.99 feet;

S 75° 23' 33" W a distance of 8.50 feet;

N 14° 36' 27" W a distance of 25.10 feet to a point of curvature;

thence by the line of Lot 219 in said Charter Homes at Hastings Plan and the southerly right of way line of Hastings Park Drive, 50 feet wide, in an easterly direction by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 39.54 feet to a point of tangency; thence continuing by the line of Lot 219 and the southerly right of way line of said Hastings Park Drive N 76° 00' 00" E a distance of 650.60 feet to a point on the westerly right of way line of said Hastings Park Drive; thence continuing by the line of Lot 219 and the westerly right of way line of said Hastings Park Drive S 14° 00' 00" E a distance of 365.00 feet to a point on the southerly right of way line of said Hastings Park Drive; thence continuing by the line of Lot 219 and the southerly right of way line of said Hastings Park Drive N 76° 00' 00" E a distance of 60.00 feet to a point on the line dividing Lot 219 and Parcel A in said Charter Homes at Hastings Plan; thence by the line dividing Lot 219 and Parcel A in said Charter Homes at Hastings Plan S 14° 00' 00" E a distance of 139.63 feet to a point on the line dividing Lot 219 and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence along the line Lot 219 in said Charter Homes at Hastings Plan and lands now or formerly of said Pittsburgh and Ohio Central Railroad Company S 69° 40' 12" W a distance of 235.98 feet; thence continuing by same S 53° 58' 31" W a distance of 46.72 feet to a point on the line dividing Lot 219 and Lot 220 in said Charter Homes at Hastings Plan; thence by the line dividing Lot 219 and Lot 220 in said Charter Homes at Hastings Plan S 86° 30' 25" W a distance of 489.35 feet to a point on said easterly right of way line of Mayview Road at the point of beginning.

Containing an area of 350,845 square feet or 8.054 acres.

### **Lot 218**

All that certain parcel of land, being Lot 218 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 217 and Lot 218 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, thence from said point of beginning by the easterly right of way line of Mayview Road the following five (5) courses and distances:

N 50° 46' 08" W a distance of 128.20 feet to a point of curvature;

by a curve bearing to the right having a radius of 165.58 feet through an arc distance of 163.24 feet, said curve having a chord bearing of N 22° 31' 44" W and a chord distance of 156.71 feet to a point of compound curvature;

by a curve bearing to the right having a radius of 277.76 feet through an arc distance of 48.96 feet, said curve having a chord bearing of N 10° 45' 52" E and a chord distance of 48.90 feet to a point of tangency;

N 15° 48' 52" E a distance of 104.43 feet;

N 16° 47' 48" E a distance of 76.15 feet to a point on the line dividing Lot 218 in the Charter Homes at Hastings Plan and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence by the line dividing Lot 218 in the Charter Homes at Hastings Plan and lands now or formerly of Pittsburgh and Ohio Central Railroad Company S 42° 54' 10" E a distance of 289.56 feet to a point; thence continuing by same S 40° 33' 49" E a distance of 77.99 feet to a point on the line dividing Lot 217 and Lot 218 in the Charter Homes at Hastings Plan; thence by the line dividing Lot 217 and Lot 218 in the Charter Homes at Hastings Plan S 40° 05' 40" W a distance of 229.93 feet to a point on the easterly right of way line of Mayview Road, at the point of beginning.

Containing an area of 74,081 square feet or 1.701 acres.

### **Lot 217**

All that certain parcel of land, being Lot 217 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 216 and Lot 217 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, thence from said point of beginning by the easterly right of way line of Mayview Road N 50° 46' 08" W a distance of 307.32 feet to a point on the line dividing Lot 217 and Lot 218 in the Charter Homes at Hastings Plan; thence by the line dividing Lot 217 and Lot 218 in the Charter Homes at Hastings Plan N 40° 05' 40" E a distance of 229.93 feet to a point on

the line dividing Lot 217 in the Charter Homes at Hastings Plan and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence by the line dividing Lot 217 in the Charter Homes at Hastings Plan and lands now or formerly of Pittsburgh and Ohio Central Railroad Company S 40° 33' 49" E a distance of 293.32 feet to a point on the line dividing Lot 216 and Lot 217 in the Charter Homes at Hastings Plan; thence by the line dividing Lot 216 and Lot 217 in the Charter Homes at Hastings Plan S 34° 21' 31" W a distance of 178.58 feet to a point on the easterly right of way line of Mayview Road, at the point of beginning.

Containing an area of 60,615 square feet or 1.392 acres.

### **Lot 188**

All that certain parcel of land, being Lot 188 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to the northerly right of way line of Hastings Park Drive, 50.00 feet wide, and the westerly right of way line of Broad Way, 50.00 feet wide; thence from said point of beginning by the northerly right of way line of Hastings Park Drive S 76° 00' 00" W a distance of 541.81 feet to a point; thence continuing by same by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 39.00 feet to a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width; thence by the easterly right of way line of Mayview Road the following four (4) courses and distances:

N 14° 36' 27" W a distance of 90.06 feet to a point of curvature;

by a curve bearing to the right having a radius of 898.50 feet through an arc distance of 168.21 feet, said curve having a chord bearing of N 09° 14' 39" W and a chord distance of 167.96 feet to a point of tangency;

N 03° 52' 52" W a distance of 106.37 feet to a point of curvature;

by a curve bearing to the left having a radius of 542.50 feet through an arc distance of 181.36 feet, said curve having a chord bearing of N 13° 27' 29" W and a chord distance of 180.52 feet to a point of compound curvature, on the southerly right of way line of Hastings Crescent Street, 40.00 feet wide;

thence by the southerly right of way line of Hastings Crescent Street the following five (5) courses and distances:

by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 37.29 feet to a point of tangency;

N 62° 25' 00" E a distance of 104.55 feet to a point of curvature;

by a curve bearing to the right having a radius of 230.00 feet through an arc distance of 261.97 feet to a point of tangency;

S 52° 19' 25" E a distance of 21.24 feet to a point of curvature;

by a curve bearing to the left having a radius of 270.00 feet through an arc distance of 196.83 feet to a point on the westerly right of way line of said Broad Way;

thence by the westerly right of way line of Broad Way S 14° 00' 00" E a distance of 424.03 feet to a point on the northerly right of way line of said Hastings Park Drive, at the point of beginning.

Containing an area of 307,025 square feet or 7.048 acres.



**Tax Parcel 480-E-3 (1.69 acres)**

All that certain parcel of land, being Lot 3 in the Minor Subdivision of Mayview State Hospital as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 269, Page 95, situate in the Township of South Fayette, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the westerly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 3 in the Minor Subdivision of Mayview State Hospital as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 269, Page 95, and lands now or formerly of the Pittsburgh and Ohio Central Railroad Company; thence from said point of beginning by the line dividing Lot 3 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of the Pittsburgh and Ohio Central Railroad Company the following two (2) courses and distances:

N 42° 54' 10" W a distance of 354.80 feet to a point of curvature;  
in a westerly direction by a curve bearing to the right having a radius of 924.93 feet through an arc distance of 613.17 feet, also having a chord bearing of N 23° 54' 40" W and a chord distance of 602.00 feet, to a point on the line dividing Lot 3 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Allegheny Land Trust;

thence by the line dividing Lot 3 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Allegheny Land Trust, N 72° 39' 04" E a distance of 70.32 feet to point on the line dividing Lot 3 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of The Commonwealth of Pennsylvania; thence by the line dividing Lot 3 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of The Commonwealth of Pennsylvania the following three (3) courses and distances;

S 19° 18' 18" E a distance of 494.16 feet;  
S 41° 30' 18" E a distance of 200.00 feet;  
S 67° 21' 18" E a distance of 151.36 feet to a point on the westerly right of way line of said Mayview Road;

thence by the westerly right of way line of said Mayview Road the following three (3) courses and distances:

S 15° 48' 52" W a distance of 76.32 feet;  
S 22° 50' 43" E a distance of 32.02 feet;  
S 09° 17' 41" W a distance of 54.55 feet to point on the line dividing Lot 3 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of said the Pittsburgh and Ohio Central Railroad Company, at the point of beginning.

Containing an area of 73,671.25 square feet or 1.691 acres.

**Tax Parcel 571-A-1 (8.46 acres)**

ALL THAT CERTAIN lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point common to the lands now or late of Charles S. Phillis and land now or late of the City of Pittsburgh; thence along the line of land now or late of the City of Pittsburgh, South 69° 35' 30" East, 898.75 feet to a point in or near Chartiers Creek; thence in or near Chartiers Creek and by the line of land now or late of Leo C. Portman, the following two courses and distances, viz: (1) South 32° 40' 30" West, 602.05 feet to a point; and (2) South 87° 20' 30" West, 250 feet to a point; thence through other lands now or formerly of Bee Properties, LLC, North 22° 04' 30" West, 500.96 feet to a point at or near the southerly line of Legislative Route 02051; thence crossing Legislative Route 02051 and by the line of land now or late of Charles S. Phillis, North 12° 10' 30" West, 376.00 feet to a point on line of land now or late of the City of Pittsburgh, the point at the place of BEGINNING.

BEING THE SAME PREMISES which Bee Properties, LLC, a Delaware limited liability company by deed dated November 14, 2011 and recorded November 17, 2011 in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania in Deed Book Volume 14741, Page 467, granted and conveyed unto Aloe Brothers, LLC, a Pennsylvania limited liability company, its successors and assigns.



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

Instrument Number: 2019-4895

BK-DE VL-17528 PG-89

Recorded On: February 26, 2019 As-Deed Agreement

Parties: CHARTER HOMES AT HASTINGS INC

To CHARTER HOMES AT HASTINGS INC

# of Pages: 16

Comment: 1ST AMEND DECL COVENANTS

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 166.75  
0  
0  
Total: 166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No		
NOT A DEED OF TRANSFER		EXEMPT
Value		0.00

Certified On/By-> 02-25-2019 / Belinda Gibbs
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: 2019-4895  
Receipt Number: 3544753  
Recorded Date/Time: February 26, 2019 10:14:26A  
Book-Vol/Pg: BK-DE VL-17528 PG-89  
User / Station: J Clark - Cash Super 06

RHONDA M WEAVER ESQ  
MCNEES WALLACE & NURICK LLC  
100 PINE ST - PO BOX 1166  
HARRISBURG PA 1708



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

Prepared by and return to:  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**FIRST AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This First Amendment (this "Amendment") is made as of this 18<sup>th</sup> day of February, 2019, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community").

B. Upon recording of the Declaration, seventy-four (74) Units were initially created in the Community. A Certificate of Completion for Unit Nos. 101 through 156,

inclusive, and 161 through 178, inclusive, is attached hereto and incorporated herein as **Exhibit A**.

C. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to Article IV of the Declaration, Declarant reserved the right, without the consent of any party, to designate any portion of the Community or any improvement or facility, existing or contemplated, as a Common Facility, which, upon completion thereof, shall be conveyed to and maintained by the Association.

E. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit B** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community from seventy-four (74) to one hundred seven (107).

F. Declarant further desires (i) to designate as a Limited Common Facility appurtenant to the Unit it serves, any and all fencing within the Community which is not installed by or on behalf of a Unit Owner and which is located within Limited Common Facility yards, courtyards, or Common Facility open spaces and (ii) to designate that such Limited Common Facility fencing shall be maintained by the Association.

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate is hereby converted into the Units and Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans for Hastings - Planned Community Phase 2 (as distinguished from any Subdivision or Land Development Plan) attached hereto and incorporated herein as **Exhibit C**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit D**, attached hereto and made a part hereof.

3. Furthermore, Declarant (i) hereby designates as a Limited Common Facility, appurtenant to the Unit it serves, any and all fencing within the Community which is not installed by or on behalf of a Unit Owner and which is located within Limited Common Facility yards, courtyards, or Common Facility open spaces and (ii) hereby further designates that such Limited Common Facility fencing shall be maintained by the Association.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By: Jason Grupe  
Name: Jason Grupe  
Title: Vice President

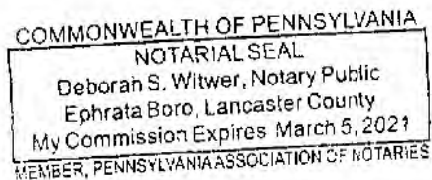
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 2<sup>nd</sup> day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared Jason Grupe, who acknowledged himself to be the Vice President of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Deborah S. Witwer  
Notary Public

(SEAL)



My commission expires:

## EXHIBIT A

### CERTIFICATE OF COMPLETION

The undersigned, **PATRICK T. COOPER**, being a Registered Surveyor (Pennsylvania License No. 40392-E), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate at Book DE, Volume 17148, Page 1, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) **Unit Nos. 101 - 156, inclusive, and 161 - 178, inclusive**, within the Community are not part of and do not constitute a structure, and therefore there are no structural components and common element mechanical systems of a structure that Declarant is required to complete so as to permit the use of such Unit and any Limited Common Elements appurtenant thereto for their intended use.
- (b) **Unit Nos. 101 - 156, inclusive, and 161 - 178, inclusive**, within the Community are substantially completed in accordance with the descriptions set forth in both the Declaration and the applicable public offering statement.

**[[Signature Page Follows]]**



IN WITNESS WHEREOF, this Certificate is executed this 18<sup>th</sup> day of February, 2019.

Signature:

*Patrick T. Cooper*

Name: **Patrick T. Cooper**

Title: Registered Surveyor

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

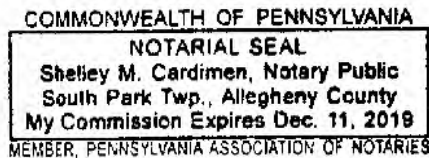
COUNTY OF Allegheny

SS

On this, the 18<sup>th</sup> day of February, 2019, before me, the undersigned officer, personally appeared **PATRICK T. COOPER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

(SEAL)



*Shelley M. Cardimen*  
Notary Public

My Commission Expires: 12/11/2019

## EXHIBIT B

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THAT CERTAIN tract of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 181-R through 184-R, inclusive, 189 through 198, inclusive, 199-R through 212-R, inclusive, and 213-A-R through 213-E-R, inclusive**, together with the Limited Common Elements appurtenant thereto, *bounded and described as Planned Community Phase 2 (as distinguished from any Subdivision or Land Development Phase)* on the Amended Plats and Plans for Hastings - Planned Community Phase 2 attached hereto and incorporated herein as **Exhibit C**.

## EXHIBIT C

### AMENDED PLATS AND PLANS FOR HASTINGS – PLANNED COMMUNITY PHASE 2

The attached Certification, together with the following plans (i) Charter Homes at Hastings Plan, dated September 21, 2016 prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157, (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017 prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78, and (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018 prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79, shall collectively serve as the Amended Declaration Plats and Plans for Hastings – Planned Community Phase 2 (as distinguished from any Subdivision or Land Development Phase) and are hereby incorporated herein and made an integral part hereof by this reference thereto.

## CERTIFICATION

I, **PATRICK T. COOPER**, being a Registered Surveyor (Pennsylvania License No. 40392-E), independent of Charter Homes at Hastings, Inc., a Pennsylvania corporation, Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania (the "Planned Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended (the "Act"), as follows:

1. Except as otherwise stated herein, all information pertaining to the Planned Community Phase 2 (as distinguished from any Subdivision or Land Development Plan) that is required by Section 5210 of Act is contained in the following plans (i) Charter Homes at Hastings Plan, dated September 21, 2016 prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157, as revised by (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017 prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78, and, as further revised by (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018 prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79 (collectively, the "Plan"). All information pertaining to Planned Community Phase 2 and required by Section 5210 of the Act that is not contained in the aforementioned Plan is set forth below.

2. The name of the Planned Community is "Hastings, A Planned Community."

3. Except for the Units, limited Common Facilities, and Common Elements located within Lot Nos. 181-R through 184-R, inclusive, 189 through 198, inclusive, 199-R through 212-R, inclusive, and 213-A-R through 213-E-R, inclusive, all of the improvements shown on the Plan are contemplated improvements only that "NEED NOT BE BUILT". The location of all such contemplated improvements as shown on the Plan are approximate. The Declarant reserves the right to change the number of Units it may create in the Planned Community in accordance with applicable governmental requirements.

4. Planned Community Phase 2 is comprised of:

- A. Unit Nos. 181-R through 184-R, inclusive, 189 through 198, inclusive, 199-R through 212-R, inclusive, and 213-A-R through 213-E-R, inclusive; and
- B. the Limited Common Elements appurtenant thereto (as described in Article III of the Declaration).

5. Unit Nos. 189 through 198, inclusive, are Type C Units as described in Section 2.2.3 of the Declaration.

6. Unit Nos. 181-R through 184-R, inclusive and 199-R through 212-R, inclusive, and 213-A-R through 213-E-R, inclusive are Type B Units as described in Section 2.2.2 of the Declaration.

7. The Unit numbers and vertical boundaries of the Units in Planned Community Phase 2 are identical to the corresponding Lot numbers and lot boundaries shown on the Plan. Each said Unit consists of the land, and all space, fixtures and improvements, including all portions of any building within said Unit boundaries to the centerline of any Party Wall, as defined and described in the Declaration. There are no horizontal boundaries for the Units in Planned Community Phase 2.

8. The Additional Real Estate of the Planned Community is as follows: (i) Lot Nos. 188, 217, 218, 219 and 220, shown on the Plan; Allegheny County Tax Parcel No. 480-E-3, more fully described in Exhibit "E" to the Declaration; and Allegheny County Tax Parcel No. 571-A-1, more fully described in Exhibit "E" to the Declaration (collectively, the "Additional Real Estate").

9. Except for the Additional Real Estate, Unit Nos. 181-R through 184-R, inclusive, 189 through 198, inclusive, 199-R through 212-R, inclusive, and 213-A-R through 213-E-R, inclusive, and the Limited Common Elements appurtenant thereto, the remainder of the Planned Community consists of Convertible and Withdrawable Real Estate.

10. Pursuant to Subsection 3.1 of the Declaration, all areas located on Type B Units and Type C Units outside of the Building footprint and deemed accessible shall be Limited Controlled Facilities appurtenant to the Units they serve.

**[Signature Page Follows]**

(Professional Seal)

*Patrick Cooper*

Name: **Patrick T. Cooper**  
Title: Registered Surveyor



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

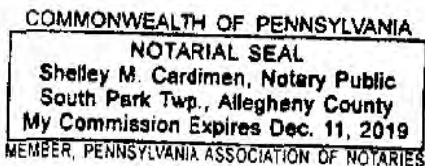
:  
:  
SS:  
:

On this, the 18<sup>th</sup> day of February, 2019, before me, the undersigned officer, personally appeared **PATRICK T. COOPER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

*Shelley M. Cardimen*  
Notary Public

(SEAL)



My Commission Expires:

12/11/2019

**EXHIBIT D**

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1</b>			
101	A	0.934	1
102	A	0.934	1
103	A	0.934	1
104	A	0.934	1
105	A	0.934	1
106	A	0.934	1
107	A	0.934	1
108	A	0.934	1
109	A	0.934	1
110	A	0.934	1
111	A	0.934	1
112	A	0.934	1
113	A	0.934	1
114	A	0.934	1
115	A	0.934	1
116	A	0.934	1
117	A	0.934	1
118	A	0.934	1
119	A	0.934	1
120	A	0.934	1
121	A	0.934	1
122	A	0.934	1
123	A	0.934	1

124	A	0.934	1
125	A	0.934	1
126	A	0.934	1
127	C	0.934	1
128	C	0.934	1
129	C	0.934	1
130	C	0.934	1
131	C	0.934	1
132	C	0.934	1
133	B	0.934	1
134	B	0.934	1
135	B	0.934	1
136	B	0.934	1
137	B	0.934	1
138	B	0.934	1
139	B	0.934	1
140	B	0.934	1
141	B	0.934	1
142	B	0.934	1
143	B	0.934	1
144	B	0.934	1
145	B	0.934	1
146	B	0.934	1
147	B	0.934	1
148	B	0.934	1
149	B	0.934	1
150	B	0.934	1
151	B	0.934	1
152	B	0.934	1



153	B	0.934	1
154	B	0.934	1
155	B	0.934	1
156	B	0.934	1
161	B	0.934	1
162	B	0.934	1
163	B	0.934	1
164	B	0.934	1
165	B	0.934	1
166	B	0.934	1
167	B	0.934	1
168	B	0.934	1
169	B	0.934	1
170	B	0.934	1
171	B	0.934	1
172	B	0.934	1
173	B	0.934	1
174	B	0.934	1
175	B	0.934	1
176	B	0.934	1
177	B	0.934	1
178	B	0.934	1
Planned Community Phase 2			
181-R	B	0.934	1
182-R	B	0.934	1
183-R	B	0.934	1
184-R	B	0.934	1
189	C	0.934	1
190	C	0.934	1

191	C	0.934	1
192	C	0.934	1
193	C	0.934	1
194	C	0.934	1
195	C	0.934	1
196	C	0.934	1
197	C	0.934	1
198	C	0.934	1
199-R	B	0.934	1
200-R	B	0.934	1
201-R	B	0.934	1
202-R	B	0.934	1
203-R	B	0.934	1
204-R	B	0.934	1
205-R	B	0.934	1
206-R	B	0.934	1
207-R	B	0.934	1
208-R	B	0.934	1
209-R	B	0.934	1
210-R	B	0.934	1
211-R	B	0.934	1
212-R	B	0.934	1
213-A-R	B	0.934	1
213-B-R	B	0.934	1
213-C-R	B	0.934	1
213-D-R	B	0.934	1
213-E-R	B	0.934	1
<b>Total Units – 107</b>		<b>99.93%</b>	<b>107</b>



60 2020 00004810

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

Instrument Number: 2020-4810

BK-DE VL-17941 PG-268

Recorded On: February 21, 2020 As-Deed Agreement

Parties: CHARTER HOMES AT HASTINGS INC  
To CHARTER HOMES AT HASTINGS INC

# of Pages: 21

Comment: DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 166.75  
0  
0  
Total: 166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No		
SOUTH FAYETTE TP		EXEMPT
Ward-99-NO WARD		
	Value	0.00
Commonwealth of Pennsylvania		0.00
Munic-South Fayette Twp		0.00
School District-South Fayette		0.00
Munic-Penalty		0.00
Munic-Interest		0.00
School-Penalty		0.00
School-Interest		0.00

Certified On/By-> 02-21-2020 / Guy Hardy
<b>NOT A DEED OF TRANSFER</b>

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: 2020-4810  
Receipt Number: 3713749  
Recorded Date/Time: February 21, 2020 03:38:19P  
Book-Vol/Pg: BK-DE VL-17941 PG-268  
User / Station: T Greil - CASH 03

RHONDA M WEAVER ESQ  
MCNEES WALLACE URICK LLC  
100 PINE ST P O BOX 1166  
HARRISBURG PA 17108



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

Part of No. 480-R-2

Prepared by and return to:  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**SECOND AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Second Amendment (this "Amendment") is made as of this 19<sup>th</sup> day of February, 2020, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, Declarant converted a portion of the Convertible Real Estate described in Exhibit "B" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to one hundred seven (107).

D. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to two hundred seven (207).

E. Declarant further desires to clarify the last sentence of Section 3.1.2 of the Declaration to address any ambiguity.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Units and Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans (as distinguished

from any Subdivision or Land Development Plan) attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The last sentence of Section 3.1.2 is deleted in its entirety, and the following is inserted in its place:

Further, landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees, within enclosed fences or other structures and serving solely one (1) Unit shall be deemed not to be accessible and, therefore, shall be maintained by the applicable Unit Owner at his sole cost and expense. With respect to landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees, within enclosed fences or other structures not installed by or on behalf of a Unit Owner, and serving more than one (1) Unit but less than all Units, such areas shall be maintained by the Association.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



## EXHIBIT A

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 214-248, inclusive, 250-279, inclusive, 280-A, 280-B, 280-C, 280-D, 280-E, 280-F, 280-G, 280-H, 281-A, 281-B, 281-C, 281-D, 281-E, 281-F, 281-G, 281-H, and 282-300, inclusive,** together with the Limited Common Elements appurtenant thereto, bounded and described as Planned Community Phase 3 (as distinguished from any Subdivision or Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B.**



## **EXHIBIT B**

### **AMENDED PLATS AND PLANS**

The attached Certification (relating to Units 214-248, inclusive, 250-279, inclusive, and 282-300, inclusive) and the attached Declaration Plats and Plans (relating to Units 280-A, 280-B, 280-C, 280-D, 280-E, 280-F, 280-G, 280-H, 281-A, 281-B, 281-C, 281-D, 281-E, 281-F, 281-G, and 281-H), together with the following plans (i) Charter Homes at Hastings Plan, dated September 21, 2016, prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157, (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78, (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79, and (iv) Charter Homes at Hastings Plan No. 2, dated October 30, 2019, prepared by The Gateway Engineers, Inc., and recorded on November 21, 2019 in the Recorder's Office in Plan Book Volume 303, Page 98 shall collectively serve as the Amended Declaration Plats and Plans for the Community and are hereby incorporated herein and made an integral part of this Declaration by this reference thereto.

## CERTIFICATION

I, **JOSEPH M. GALBRAITH**, being a Registered Professional Engineer (Pennsylvania License No. PE087781), independent of Charter Homes at Hastings, Inc., a Pennsylvania corporation, Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania (the "Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended (the "Act"), as follows:

1. Except as otherwise stated herein, all information pertaining to the Planned Community Phase 3 (as distinguished from any Subdivision or Land Development Phase) that is required by Section 5210 of Act is contained in the following plans (i) Charter Homes at Hastings Plan, dated September 21, 2016 prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157 (the "First Plan"), as revised by (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017 prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78 ( "Revision No. 1 Plan"), as further revised by (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018 prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79 ("Revision No. 2 Plan"), and (iv) Charter Homes at Hastings Plan No. 2, dated October 30, 2019, prepared by The Gateway Engineers, Inc., and recorded on November 21, 2019 in the Recorder's Office in Plan Book Volume 303, Page 98 (the "Second Plan") (the First Plan, Revision No. 1 Plan, Revision No. 2 Plan and the Second Plan collectively being the "Plan"). All information pertaining to Planned Community Phase 3 and required by Section 5210 of the Act that is not contained in the aforementioned Plan is set forth below.

2. The name of the Planned Community is "Hastings, A Planned Community."

3. Any and all improvements shown on the Plan within Planned Community Phase 3 and on all Convertible Real Estate, Withdrawable Real Estate and Additional Real Estate are contemplated improvements only that "NEED NOT BE BUILT". The location of all such contemplated improvements as shown on the Plan are subject to change as determined by Declarant, in its sole and absolute discretion.

4. Planned Community Phase 3 is comprised of:

- A. Units 214-248, inclusive, 250-279, inclusive, 280-A, 280-B, 280-C, 280-D, 280-E, 280-F, 280-G, 280-H, 281-A, 281-B, 281-C, 281-D, 281-E, 281-F, 281-G, 281-H, and 282-300, inclusive; and
- B. the Limited Common Elements appurtenant thereto, if any, as described in Article III of the Declaration.

5. Unit Nos. 214 through 242, inclusive, are Type A Units as described in Section 2.2.1 of the Declaration.

6. Units Nos. 243 through 248, inclusive, and 250 through 259, inclusive, are Type C Units as described in Section 2.2.3 of the Declaration.

7. Unit Nos. 260 through 279, inclusive, and Unit Nos. 282 through 300, inclusive, are Type B Units as described in Section 2.2.2 of the Declaration.

8. The Unit numbers and vertical boundaries of Unit Nos. 214-248, inclusive, 250-279, inclusive, and 282-300, inclusive, in Planned Community Phase 3 are identical to the corresponding lot numbers and lot boundaries shown on the Plan. Each said Unit consists of the land, and all space, fixtures and improvements, including all portions of any building within said Unit boundaries to the centerline of any Party Wall, as defined and described in the Declaration. There are no horizontal (i.e., upper and lower) boundaries for Unit Nos. 214-248, inclusive, 250-279, inclusive, and 282-300, inclusive.

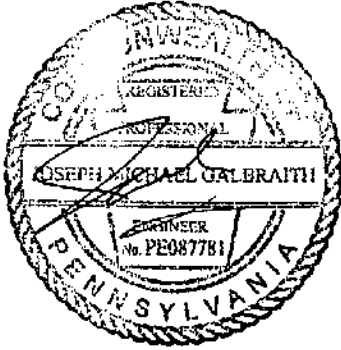
9. The Additional Real Estate of the Planned Community is as follows: (i) Lot Nos. 188, 217, 218, 219 and 220, shown on the First Plan; (ii) Allegheny County Tax Parcel No. 480-E-3, more fully described in Exhibit "E" to the Declaration; and (iii) Allegheny County Tax Parcel No. 571-A-1, more fully described in Exhibit "E" to the Declaration (collectively, the "Additional Real Estate").

10. Other than Planned Community Phases 1, 2 and 3, the remainder of the Planned Community consists of Convertible and Withdrawable Real Estate.

11. Pursuant to Subsection 3.1 of the Declaration, all areas located on Type B Units and Type C Units outside of the Building footprint and deemed accessible shall be Limited Controlled Facilities appurtenant to the Units they serve.

**[Signature Page Follows]**

(Professional Seal)



Joseph M. Galbraith  
Name: **Joseph M. Galbraith**

Title: Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

SS:

COUNTY OF ALLEGHENY

On this, the 18 day of FEBRUARY, 2020, before me, the undersigned officer, personally appeared **JOSEPH M. GALBRAITH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Shanin D. Asbury  
Notary Public

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Shanin D. Asbury, Notary Public  
Allegheny County  
My commission expires November 8, 2022  
Commission number 1341965  
Member, Pennsylvania Association of Notaries

My Commission Expires: November 8, 2022

**EXHIBIT C**

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
Existing Planned Community Phase 1			
101	A	0.483	1
102	A	0.483	1
103	A	0.483	1
104	A	0.483	1
105	A	0.483	1
106	A	0.483	1
107	A	0.483	1
108	A	0.483	1
109	A	0.483	1
110	A	0.483	1
111	A	0.483	1
112	A	0.483	1
113	A	0.483	1
114	A	0.483	1
115	A	0.483	1
116	A	0.483	1
117	A	0.483	1
118	A	0.483	1
119	A	0.483	1
120	A	0.483	1
121	A	0.483	1
122	A	0.483	1
123	A	0.483	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	0.483	1
125	A	0.483	1
126	A	0.483	1
127	C	0.483	1
128	C	0.483	1
129	C	0.483	1
130	C	0.483	1
131	C	0.483	1
132	C	0.483	1
133	B	0.483	1
134	B	0.483	1
135	B	0.483	1
136	B	0.483	1
137	B	0.483	1
138	B	0.483	1
139	B	0.483	1
140	B	0.483	1
141	B	0.483	1
142	B	0.483	1
143	B	0.483	1
144	B	0.483	1
145	B	0.483	1
146	B	0.483	1
147	B	0.483	1
148	B	0.483	1
149	B	0.483	1
150	B	0.483	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
151	B	0.483	1
152	B	0.483	1
153	B	0.483	1
154	B	0.483	1
155	B	0.483	1
156	B	0.483	1
161	B	0.483	1
162	B	0.483	1
163	B	0.483	1
164	B	0.483	1
165	B	0.483	1
166	B	0.483	1
167	B	0.483	1
168	B	0.483	1
169	B	0.483	1
170	B	0.483	1
171	B	0.483	1
172	B	0.483	1
173	B	0.483	1
174	B	0.483	1
175	B	0.483	1
176	B	0.483	1
177	B	0.483	1
178	B	0.483	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.483	1
182-R	B	0.483	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
183-R	B	0.483	1
184-R	B	0.483	1
189	C	0.483	1
190	C	0.483	1
191	C	0.483	1
192	C	0.483	1
193	C	0.483	1
194	C	0.483	1
195	C	0.483	1
196	C	0.483	1
197	C	0.483	1
198	C	0.483	1
199-R	B	0.483	1
200-R	B	0.483	1
201-R	B	0.483	1
202-R	B	0.483	1
203-R	B	0.483	1
204-R	B	0.483	1
205-R	B	0.483	1
206-R	B	0.483	1
207-R	B	0.483	1
208-R	B	0.483	1
209-R	B	0.483	1
210-R	B	0.483	1
211-R	B	0.483	1
212-R	B	0.483	1
213-A-R	B	0.483	1



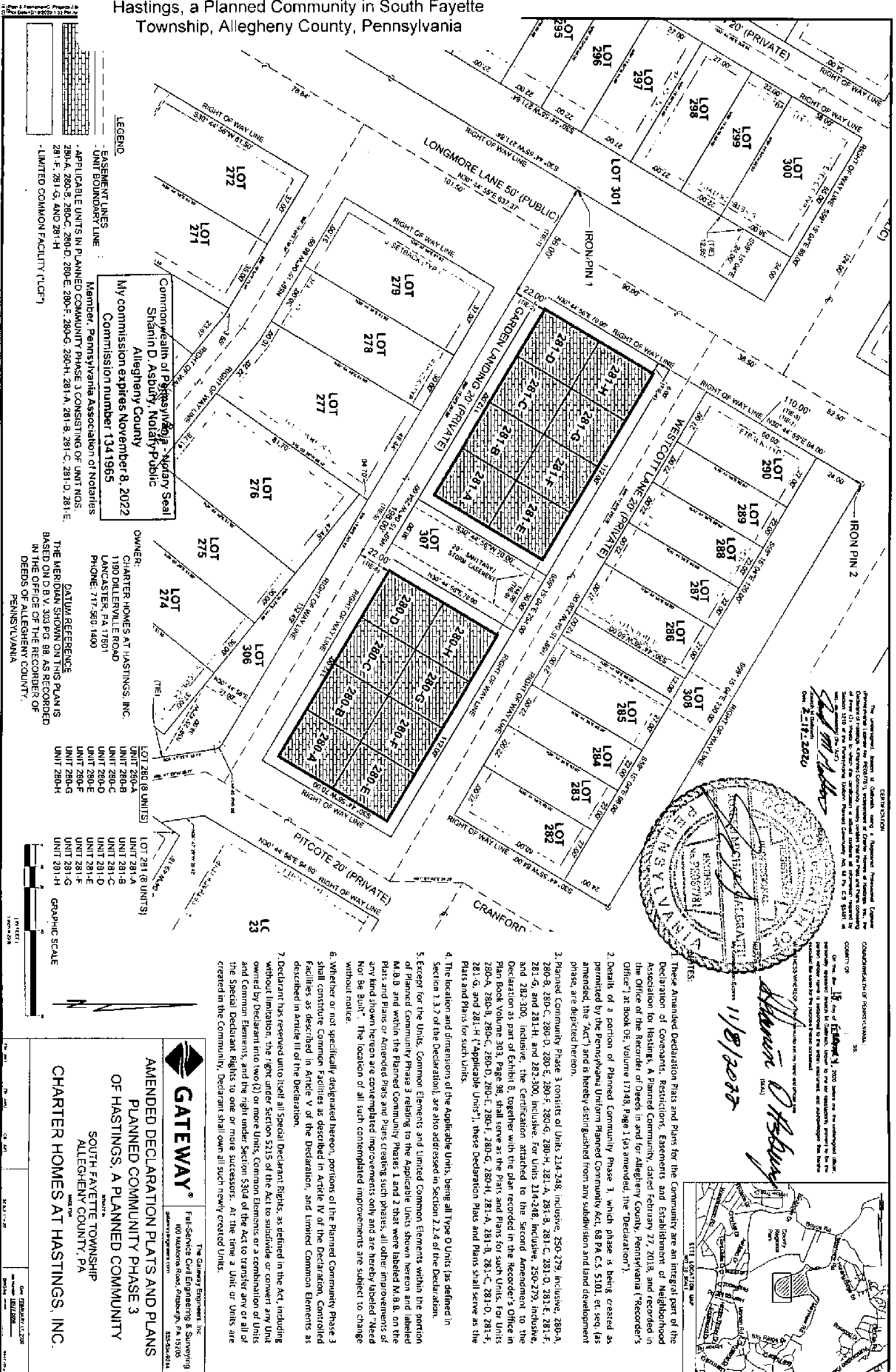
Unit Number	Unit Type	Allocated Interest	Number of Votes
213-B-R	B	0.483	1
213-C-R	B	0.483	1
213-D-R	B	0.483	1
213-E-R	B	0.483	1
Planned Community Phase 3			
214	A	0.483	1
215	A	0.483	1
216	A	0.483	1
217	A	0.483	1
218	A	0.483	1
219	A	0.483	1
220	A	0.483	1
221	A	0.483	1
222	A	0.483	1
223	A	0.483	1
224	A	0.483	1
225	A	0.483	1
226	A	0.483	1
227	A	0.483	1
228	A	0.483	1
229	A	0.483	1
230	A	0.483	1
231	A	0.483	1
232	A	0.483	1
233	A	0.483	1
234	A	0.483	1
235	A	0.483	1
236	A	0.483	1

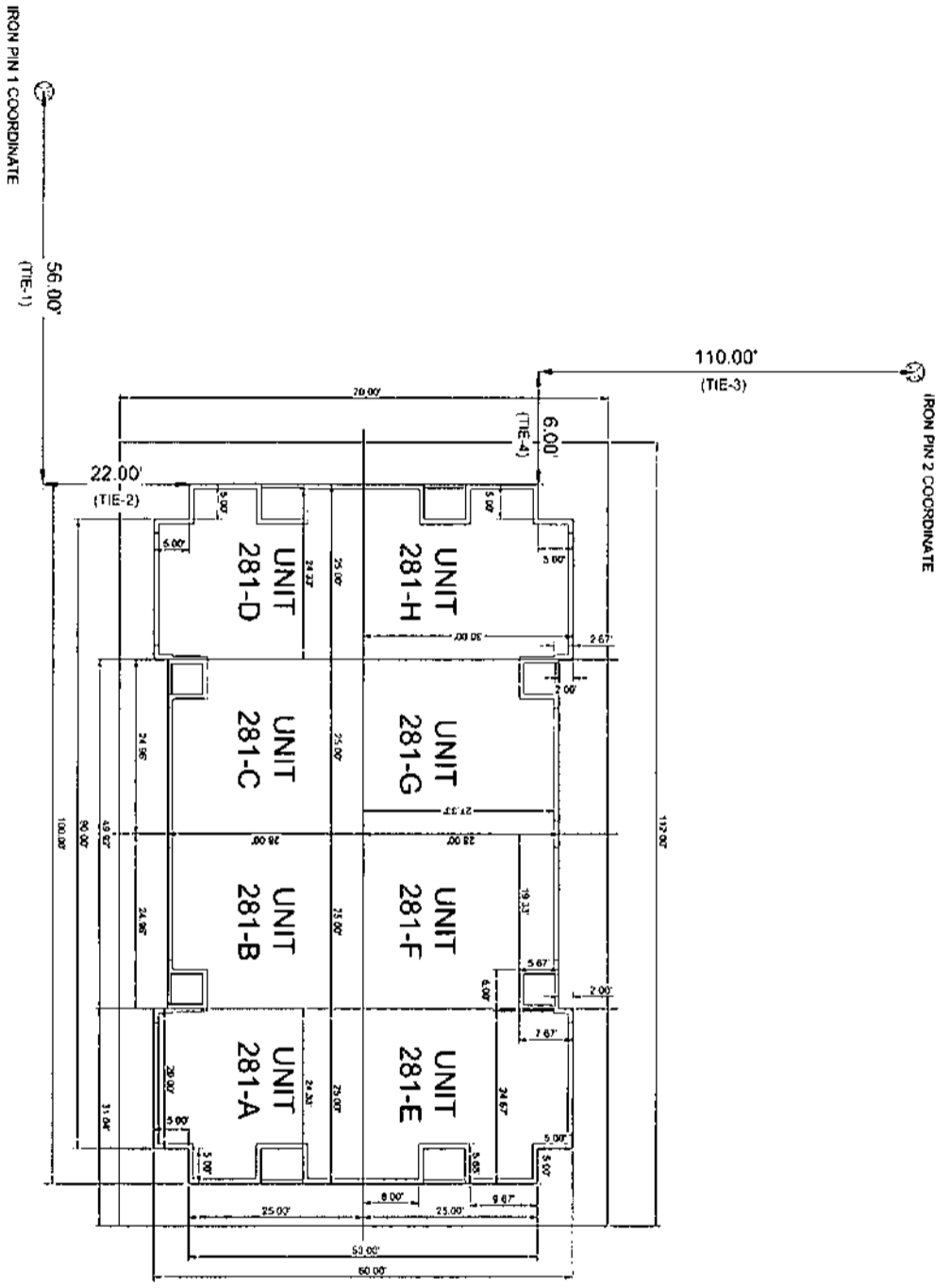
Unit Number	Unit Type	Allocated Interest	Number of Votes
237	A	0.483	1
238	A	0.483	1
239	A	0.483	1
240	A	0.483	1
241	A	0.483	1
242	A	0.483	1
243	C	0.483	1
244	C	0.483	1
245	C	0.483	1
246	C	0.483	1
247	C	0.483	1
248	C	0.483	1
250	C	0.483	1
251	C	0.483	1
252	C	0.483	1
253	C	0.483	1
254	C	0.483	1
255	C	0.483	1
256	C	0.483	1
257	C	0.483	1
258	C	0.483	1
259	C	0.483	1
260	B	0.483	1
261	B	0.483	1
262	B	0.483	1
263	B	0.483	1
264	B	0.483	1
265	B	0.483	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
266	B	0.483	1
267	B	0.483	1
268	B	0.483	1
269	B	0.483	1
270	B	0.483	1
271	B	0.483	1
272	B	0.483	1
273	B	0.483	1
274	B	0.483	1
275	B	0.483	1
276	B	0.483	1
277	B	0.483	1
278	B	0.483	1
279	B	0.483	1
280-A	D	0.483	1
280-B	D	0.483	1
280-C	D	0.483	1
280-D	D	0.483	1
280-E	D	0.483	1
280-F	D	0.483	1
280-G	D	0.483	1
280-H	D	0.483	1
281-A	D	0.483	1
281-B	D	0.483	1
281-C	D	0.483	1
281-D	D	0.483	1
281-E	D	0.483	1
281-F	D	0.483	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
281-G	D	0.483	1
281-H	D	0.483	1
282	B	0.483	1
283	B	0.483	1
284	B	0.483	1
285	B	0.483	1
286	B	0.483	1
287	B	0.483	1
288	B	0.483	1
289	B	0.483	1
290	B	0.483	1
291	B	0.483	1
292	B	0.483	1
293	B	0.483	1
294	B	0.483	1
295	B	0.483	1
296	B	0.483	1
297	B	0.483	1
298	B	0.483	1
299	B	0.483	1
300	B	0.483	1
<b>Total Units – 207</b>		<b>99.981%</b>	<b>207</b>

Attached to: Second Amendment to the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, a Planned Community in South Fayette Township, Allegheny County, Pennsylvania





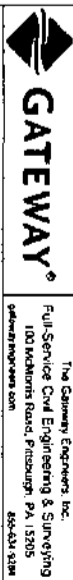
IRON PIN COORDINATES  
 (NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT)

- IRON PIN 1  
 N 40° 19' 45.07564255" W 80° 05' 19.44439112"
- IRON PIN 2  
 N 40° 19' 46.42175830" W 80° 05' 17.72108008"
- TIE-1: S 59° 15' 04" E 56.00'
- TIE-2: N 30° 44' 56" W 110.00'
- TIE-3: S 30° 44' 58" W 110.00'
- TIE-4: S 98° 15' 04" E 6.00'



NOTE:  
 THE LIMITED COMMON FACILITY (LCF) YARD AREAS SHOWN  
 HEREON AND ABUTTING A UNIT SHALL BE AN LCF SOLELY FOR  
 SUCH UNIT IT ABUTS

LEGEND  
 - LIMITED COMMON FACILITY (LCF)

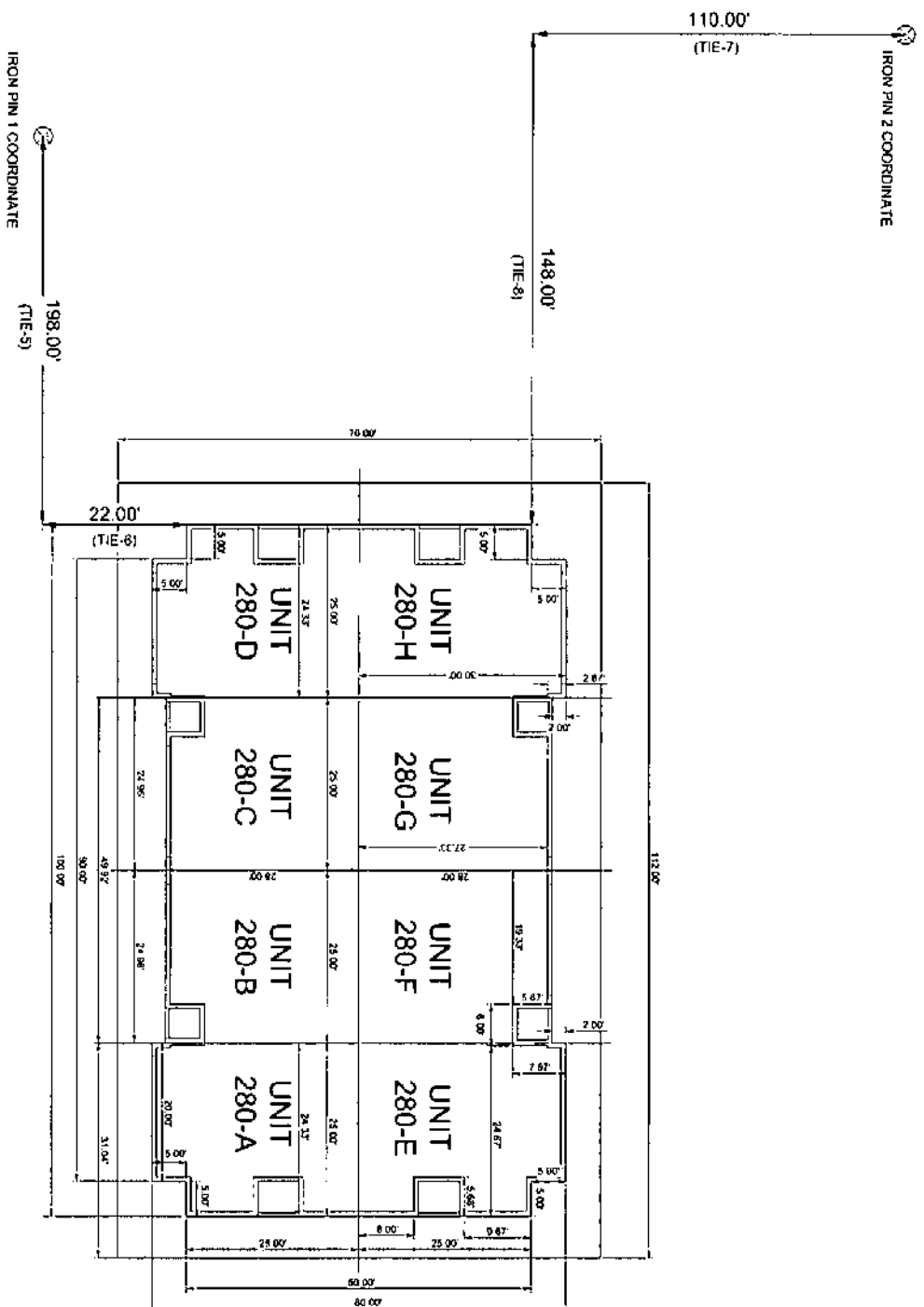


**GATEWAY**  
 Full-Service Civil Engineering & Surveying  
 100 McKeltons Road, Pottsville, PA, 15205  
 gatewayengineering.com 610-434-2300

AMENDED DECLARATION PLATS AND PLANS  
 PLANNED COMMUNITY PHASE 3  
 OF HASTINGS, A PLANNED COMMUNITY  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA

CHARTER HOMES AT HASTINGS, INC.

Scale: 1" = 10'  
 Date: 08/14/2018  
 Drawn: J. J. [unreadable]  
 Checked: [unreadable]



IRON PIN COORDINATES  
 (NAD83 PENNSYLVANIA STATE PLAIN, SOUTH ZONE, US FOOT)

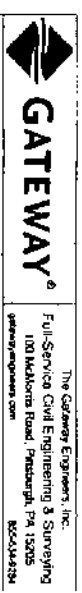
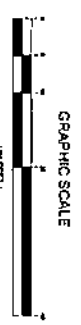
IRON PIN 1  
 N 40° 15' 45.07604255"  
 W 80° 08' 19.44439117"

IRON PIN 2  
 N 40° 18' 46.42175830"  
 W 80° 06' 17.72108008"

TIE-5: S 58° 15' 04" E 198.00'  
 TIE-6: N 30° 44' 56" E 22.00'  
 TIE-7: S 30° 44' 56" W 110.00'  
 TIE-8: S 59° 15' 04" E 148.00'

NOTE:  
 THE LIMITED COMMON FACILITY (LCF) YARD AREAS SHOWN  
 HEREON AND ABUTTING A UNIT SHALL BE AN LCF SOLELY FOR  
 SUCH UNIT IT ABUTS

LEGEND  
 - LIMITED COMMON FACILITY (LCF)



AMENDED DECLARATION PLATS AND PLANS  
 PLANNED COMMUNITY PHASE 3  
 OF HASTINGS, A PLANNED COMMUNITY  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA

CHARTER HOMES AT HASTINGS, INC.

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 Mullica Road, Pittsburgh, PA 15205  
 gatewayengineers.com  
 412-444-4434

Scale: 1" = 20'-0"

Plot Date: 08/20/2024  
 Plot Time: 10:00 AM  
 Plot User: JAZZ/2024

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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2020-23930  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: September 08, 2020  
Recorded At: 12:15:42 pm  
Number of Pages:6  
Book-VI/Pg: Bk-DE VI-18138 Pg-574  
Recording Fee: \$181.75  
Parties:  
CHARTER HOMES AT HASTINGS INC  
CHARTER HOMES AT HASTINGS INC  
Receipt Number: 3800861  
Processed By: Theresa Greil

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive



**423500**

DRE Certified

04-Sep-2020 04:23P\Int By: S S

Part of No. 480-R-2

Prepared by and return to:  
 Rhonda M. Weaver, Esquire  
 McNees Wallace & Nurick LLC  
 100 Pine Street  
 P.O. Box 1166  
 Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**THIRD AMENDMENT  
 TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
 AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
 HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This amendment ("Amendment") is made as of this 31<sup>st</sup> day of August, 2020, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and as amended, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to that certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, Declarant exercised its Conversion Rights and converted a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into Units and Limited Common Elements appurtenant thereto, including, without limitation, Units 221, 222, 223, 224, 225, and 230 ("Applicable Units").

D. Pursuant to Article VIII of the Declaration, Declarant reserved the right to establish easements for utility and service lines as may be necessary or desirable to serve any portion of the Community (the "Easement Rights").

E. Declarant now desires to exercise its Easement Rights to establish a storm sewer easement, labeled as "10' Wide Storm Sewer Easement" on **Exhibit A** attached hereto and incorporated herein (the "Storm Sewer Easement Area"), together with a temporary construction and access easement for purposes of installation, inspection, maintenance, repair and replacement of a stormwater pipe and related facilities thereto ("Storm Sewer Easement") as depicted on **Exhibit A** (the "Storm Sewer Facilities").

Portions of the Storm Sewer Easement Area are located on the Applicable Units.

F. Declarant is the fee owner of the Applicable Units.

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Applicable Units shall be subject to the Storm Sewer Easement for the benefit of the Declarant, Neighborhood Association, the municipality, any other applicable governmental agencies or authorities, and appropriate utility and service companies for the installation, inspection, maintenance, repair, and replacement of the Storm Sewer Facilities, hereby designated as Controlled Facilities to the extent located within Unit boundaries.

2. The Neighborhood Association shall be responsible for performing any inspection, maintenance, repairs, and replacements to such Storm Sewer Facilities upon completion of initial installation thereof.

3. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By *Anthony Faranda-Diedrich*  
Name: Anthony Faranda-Diedrich  
Title: Vice President

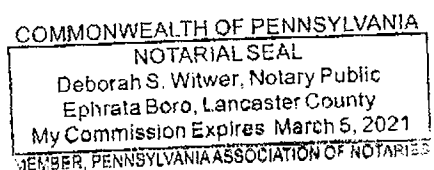
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 31<sup>st</sup> day of August, 2020, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda-Diedrich, who acknowledged himself to be the Vice President of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

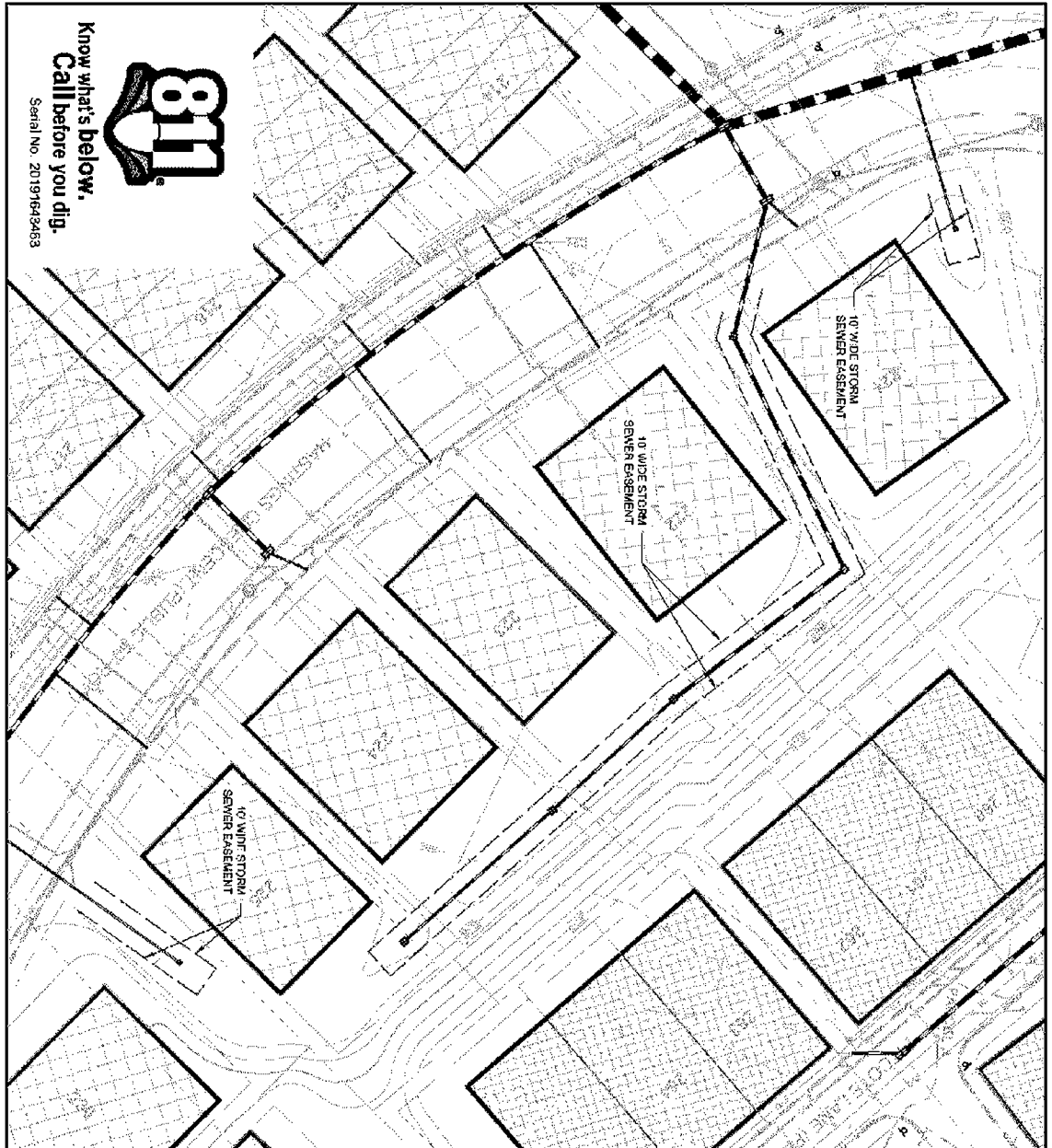
*Deborah S. Witwer*  
Notary Public

(SEAL)



My commission expires:

# EXHIBIT A STORM SEWER EASEMENT



**811**  
Know what's below.  
Call before you dig.  
Serial No. 20191643453

**UTILITY LEGEND**

	PROPOSED STORM LINE
	PROPOSED EASEMENT

**UTILITY PLAN NOTES:**

1. THE OWNER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES HAVE BEEN LOCATED AND MARKED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING THE EXISTING RECORDS AND FIELD SURVEY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.
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16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL NECESSARY UTILITIES.

**GRAPHIC SCALE**

(IN FEET)

1 inch = 30 ft

**NORTH**

<b>HASTINGS PHASE 2</b>		<b>REVISION RECORD</b>	
WAVEVIEW ROAD PITTSBURGH, PA 15102		NO. DATE BY	
CHARTER HOMES AT HASTINGS, INC.		1 10/15/18 JLM	
1700 BILLYE WALKER ROAD LANCASTER, PA 17601		2 11/15/18 JLM	
PROJECT NO. 18-00000000000000000000		3 12/15/18 JLM	
DRAWN BY: JLM		4 01/15/19 JLM	
CHECKED BY: JLM		5 02/15/19 JLM	
DATE: 01/15/19		6 03/15/19 JLM	
SCALE: AS SHOWN		7 04/15/19 JLM	
PROJECT NO. 18-00000000000000000000		8 05/15/19 JLM	
DRAWN BY: JLM		9 06/15/19 JLM	
CHECKED BY: JLM		10 07/15/19 JLM	
DATE: 01/15/19		11 08/15/19 JLM	
SCALE: AS SHOWN		12 09/15/19 JLM	

**GATEWAY**  
Full-Service Civil Engineering & Surveying  
Pittsburgh, PA  
www.gatewayinc.com



60 2021 00004131

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

Instrument Number: 2021-4131

BK-DE VL-18325 PG-433

Recorded On: February 05, 2021 As-Deed Agreement

Parties: CHARTER HOMES AT HASTINGS INC

To CHARTER HOMES AT HASTINGS INC

24  
# of Pages: 28

Comment: FOURT AMEND DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 181.75  
0  
0  
Total: 181.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 02-05-2021 / S B
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: 2021-4131  
Receipt Number: 3881581  
Recorded Date/Time: February 05, 2021 12:16:58P  
Book-Vol/Pg: BK-DE VL-18325 PG-433  
User / Station: M Ward-Davis - CASH 04

MCNEES WALLACE & NURICK LLC  
RHONDA M WEAVER ESQ  
100 PINE ST PO BOX 1166  
HARRISBURG PA 17108



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

Prepared by and return to:  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**  
Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**FOURTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Fourth Amendment (this "Amendment") is made as of this 28<sup>th</sup> day of January, 2021, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89 and a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, Declarant converted a portion of the Convertible Real Estate described in Exhibit "B" and Exhibit "A," respectively, attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred seven (207).

D. Pursuant to Section 8.1.4 of the Declaration, Declarant reserved the right to subject any portion of the Community not located within a Building to easements.

E. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to two hundred twenty-five (225).

F. Declarant further desires to establish an easement over certain common sidewalks for the benefit of Non-Residential Units as hereinafter provided. The Association joins in this Amendment for the purpose of consenting to and confirming such easement.

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:



1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Units and Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans (as distinguished from any Subdivision or Land Development Plan) attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The common sidewalks adjacent to a Non-Residential Unit are hereby made subject to an easement in favor of such Non-Residential Unit permitting the Unit Owner thereof (or tenant thereof, subject to the terms of the applicable lease) to place temporary furniture, products or displays on such common sidewalks, provided that: (a) pedestrians have not less than thirty-six (36) inches of unobstructed walk space over such sidewalks; (b) ramps and entry ways are not obstructed; and (c) such Unit Owner causes any debris caused by such use to be timely removed at the Unit Owner's sole cost and expense.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***





## EXHIBIT A

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 401-A, 401-B, 401-C, 401-D, 401-E, 401-F, 402-A, 402-B, 402-C, 402-D, 402-E, 402-F, 403-A, 403-B, 403-C, 403-D, 403-E, and 403-F**, together with any Limited Common Elements appurtenant thereto, bounded and described as Planned Community Phase 4 (as distinguished from any Subdivision or Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

## **EXHIBIT B**

### **AMENDED PLATS AND PLANS**

The attached Plats and Plans constitute the plats and plans for Planned Community Phase 4 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, and 3 recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, and Second Amendment at Book DE, Volume 17941, Page 268 are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent shown on the attached plats and plans for Planned Community Phase 4. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.

EXHIBIT C

ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS

Unit Number	Unit Type	Allocated Interest	Number of Votes
Existing Planned Community Phase 1			
101	A	0.444	1
102	A	0.444	1
103	A	0.444	1
104	A	0.444	1
105	A	0.444	1
106	A	0.444	1
107	A	0.444	1
108	A	0.444	1
109	A	0.444	1
110	A	0.444	1
111	A	0.444	1
112	A	0.444	1
113	A	0.444	1
114	A	0.444	1
115	A	0.444	1
116	A	0.444	1
117	A	0.444	1
118	A	0.444	1
119	A	0.444	1
120	A	0.444	1
121	A	0.444	1
122	A	0.444	1
123	A	0.444	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
124	A	0.444	1
125	A	0.444	1
126	A	0.444	1
127	C	0.444	1
128	C	0.444	1
129	C	0.444	1
130	C	0.444	1
131	C	0.444	1
132	C	0.444	1
133	B	0.444	1
134	B	0.444	1
135	B	0.444	1
136	B	0.444	1
137	B	0.444	1
138	B	0.444	1
139	B	0.444	1
140	B	0.444	1
141	B	0.444	1
142	B	0.444	1
143	B	0.444	1
144	B	0.444	1
145	B	0.444	1
146	B	0.444	1
147	B	0.444	1
148	B	0.444	1
149	B	0.444	1
150	B	0.444	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
151	B	0.444	1
152	B	0.444	1
153	B	0.444	1
154	B	0.444	1
155	B	0.444	1
156	B	0.444	1
161	B	0.444	1
162	B	0.444	1
163	B	0.444	1
164	B	0.444	1
165	B	0.444	1
166	B	0.444	1
167	B	0.444	1
168	B	0.444	1
169	B	0.444	1
170	B	0.444	1
171	B	0.444	1
172	B	0.444	1
173	B	0.444	1
174	B	0.444	1
175	B	0.444	1
176	B	0.444	1
177	B	0.444	1
178	B	0.444	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.444	1
182-R	B	0.444	1



<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
183-R	B	0.444	1
184-R	B	0.444	1
189	C	0.444	1
190	C	0.444	1
191	C	0.444	1
192	C	0.444	1
193	C	0.444	1
194	C	0.444	1
195	C	0.444	1
196	C	0.444	1
197	C	0.444	1
198	C	0.444	1
199-R	B	0.444	1
200-R	B	0.444	1
201-R	B	0.444	1
202-R	B	0.444	1
203-R	B	0.444	1
204-R	B	0.444	1
205-R	B	0.444	1
206-R	B	0.444	1
207-R	B	0.444	1
208-R	B	0.444	1
209-R	B	0.444	1
210-R	B	0.444	1
211-R	B	0.444	1
212-R	B	0.444	1
213-A-R	B	0.444	1

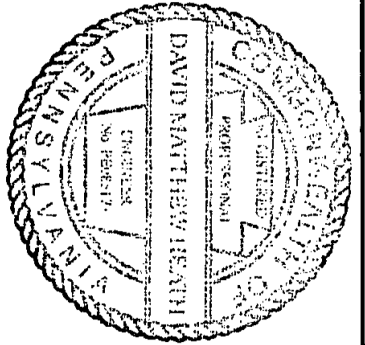
<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
213-B-R	B	0.444	1
213-C-R	B	0.444	1
213-D-R	B	0.444	1
213-E-R	B	0.444	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.444	1
215	A	0.444	1
216	A	0.444	1
217	A	0.444	1
218	A	0.444	1
219	A	0.444	1
220	A	0.444	1
221	A	0.444	1
222	A	0.444	1
223	A	0.444	1
224	A	0.444	1
225	A	0.444	1
226	A	0.444	1
227	A	0.444	1
228	A	0.444	1
229	A	0.444	1
230	A	0.444	1
231	A	0.444	1
232	A	0.444	1
233	A	0.444	1
234	A	0.444	1
235	A	0.444	1
236	A	0.444	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
237	A	0.444	1
238	A	0.444	1
239	A	0.444	1
240	A	0.444	1
241	A	0.444	1
242	A	0.444	1
243	C	0.444	1
244	C	0.444	1
245	C	0.444	1
246	C	0.444	1
247	C	0.444	1
248	C	0.444	1
250	C	0.444	1
251	C	0.444	1
252	C	0.444	1
253	C	0.444	1
254	C	0.444	1
255	C	0.444	1
256	C	0.444	1
257	C	0.444	1
258	C	0.444	1
259	C	0.444	1
260	B	0.444	1
261	B	0.444	1
262	B	0.444	1
263	B	0.444	1
264	B	0.444	1
265	B	0.444	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
266	B	0.444	1
267	B	0.444	1
268	B	0.444	1
269	B	0.444	1
270	B	0.444	1
271	B	0.444	1
272	B	0.444	1
273	B	0.444	1
274	B	0.444	1
275	B	0.444	1
276	B	0.444	1
277	B	0.444	1
278	B	0.444	1
279	B	0.444	1
280-A	D	0.444	1
280-B	D	0.444	1
280-C	D	0.444	1
280-D	D	0.444	1
280-E	D	0.444	1
280-F	D	0.444	1
280-G	D	0.444	1
280-H	D	0.444	1
281-A	D	0.444	1
281-B	D	0.444	1
281-C	D	0.444	1
281-D	D	0.444	1
281-E	D	0.444	1
281-F	D	0.444	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
281-G	D	0.444	1
281-H	D	0.444	1
282	B	0.444	1
283	B	0.444	1
284	B	0.444	1
285	B	0.444	1
286	B	0.444	1
287	B	0.444	1
288	B	0.444	1
289	B	0.444	1
290	B	0.444	1
291	B	0.444	1
292	B	0.444	1
293	B	0.444	1
294	B	0.444	1
295	B	0.444	1
296	B	0.444	1
297	B	0.444	1
298	B	0.444	1
299	B	0.444	1
300	B	0.444	1
<b>Planned Community Phase 4</b>			
401-A	E	0.444	1
401-B	E	0.444	1
401-C	E	0.444	1
401-D	E	0.444	1
401-E	E	0.444	1
401 -F	E	0.444	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
402-A	E	0.444	1
402-B	E	0.444	1
402-C	E	0.444	1
402-D	E	0.444	1
402-E	E	0.444	1
402-F	E	0.444	1
403-A	E	0.444	1
403-B	E	0.444	1
403-C	E	0.444	1
403-D	E	0.444	1
403-E	E	0.444	1
403-F	E	0.444	1
<b>Total Units – 225</b>		<b>99.9%</b>	<b>225</b>



I, the undersigned, David M. Beach, Registered Professional Engineer (Professional License No. 0001023), independent of Charter Homes at Hastings, Inc., the Declarant of Hastings, a Planned Community, hereby certify that the plats and plans containing herein (7) shown to which this certification is affixed contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101, in accordance with the provisions of the Act.

David M. Beach  
7/5/21  
(RSA)

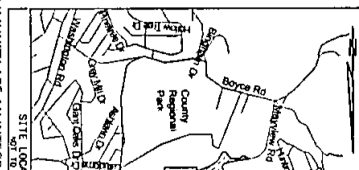
CERTIFICATION

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 5th day of July, 2021, before me, the undersigned officer, a Notary Public for the State of Pennsylvania, in and for the County of Allegheny, appeared the within named Declarant, and acknowledged that he/she intended the same for the purposes herein contained.

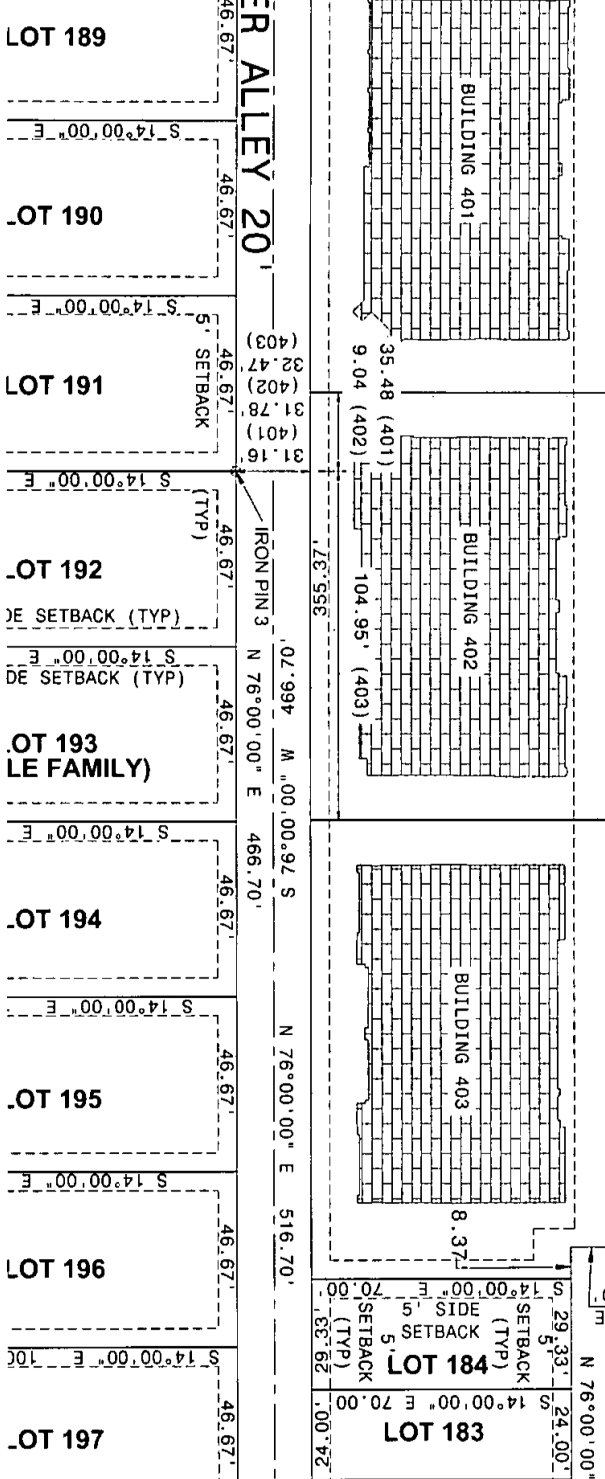
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public: \_\_\_\_\_ (RSA)  
My Commission Expires: \_\_\_\_\_



HASTINGS CRESCENT STREET 56'

N 76°00'00" E 312.00'  
N 76°00'00" E 347.00'



OWNER: CHARTER HOMES AT HASTINGS, INC.  
322 N ARCH STREET  
LANCASTER, PA 17603  
PHONE: 717-560-1400

DATUM REFERENCE: THE MERIDIAN SHOWN ON THIS PLAN IS BASED ON D.B.V. 303 PG. 98, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ALLEGHENY COUNTY, PENNSYLVANIA.

LEGEND:  
- EASEMENT LINES  
- UNIT BOUNDARY LINE  
- BUILDINGS CONTAINING APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 4  
- LIMITED COMMON FACILITY (LCF)



NOTES:

- THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HERewith TO THE DECLARATION, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDERS OFFICE") AT BOOK DE, VOLUME AMENDED, THE "DECLARATION".
- DETAILS OF PLANNED COMMUNITY PHASE 4, WHICH PHASE IS BEING CREATED AS PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S. 5101, ET. SEQ. (AS AMEND HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE, ARE DESCRIBED IN THE "DECLARATION".
- PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, AND 3 RECORD DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, AND AT BOOK DE, VOLUME 17941, PAGE 268 ARE HEREBY INCORPORATED BY REFERENCE HEREIN TO THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREOF.
- PLANNED COMMUNITY PHASE 4 CONSISTS OF UNITS 401-A, 401-B, 401-C, 401-D, 401-E, 401-F, 401-G, 401-H, 401-I, 401-J, 401-K, 401-L, 401-M, 401-N, 401-O, 401-P, 401-Q, 401-R, 401-S, 401-T, 401-U, 401-V, 401-W, 401-X, 401-Y, 401-Z, 402-A, 402-B, 402-C, 402-D, 402-E, 402-F, 402-G, 402-H, 402-I, 402-J, 402-K, 402-L, 402-M, 402-N, 402-O, 402-P, 402-Q, 402-R, 402-S, 402-T, 402-U, 402-V, 402-W, 402-X, 402-Y, 402-Z, 403-A, 403-B, 403-C, 403-D, 403-E, 403-F ("APPLICABLE UNITS").
- THE LOCATION AND DIMENSIONS OF THE APPLICABLE UNITS, BEING ALL TYPE F UNITS (AS PER 1.3.2 OF THE DECLARATION), ARE ALSO ADDRESSED IN SECTION 2.2.5 OF THE DECLARATION.
- EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN PHASE 4 SHOWN HEREOF AND LABELED M.B.B. AND WITHIN PLANNED COMMUNITY PHASE 1, 2, 3 AND 4 SHOWN HEREOF AND LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATED BY CHARTER HOMES AT HASTINGS, INC. AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREOF ARE CONTEMPLATED IMPROVEMENTS HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE.
- WHETHER OR NOT SPECIFICALLY DESIGNATED HEREOF, PORTIONS OF PLANNED COMMUNITY PHASE 4, WHICH PHASE IS BEING CREATED AS PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S. 5101, ET. SEQ. (AS AMEND HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE, ARE DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN THE DECLARATION.
- DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN ARTICLE V OF THE DECLARATION, WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR AMEND THE PLATS AND PLANS OR AMENDED PLATS AND PLANS OF THE ACT TO TRANSFER COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS, AT THE TIME A UNIT OR UNIT COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.



AMENDED DECLARATION PLATS  
OF HASTINGS, A PLANNED COMMUNITY PHASE 4

SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA

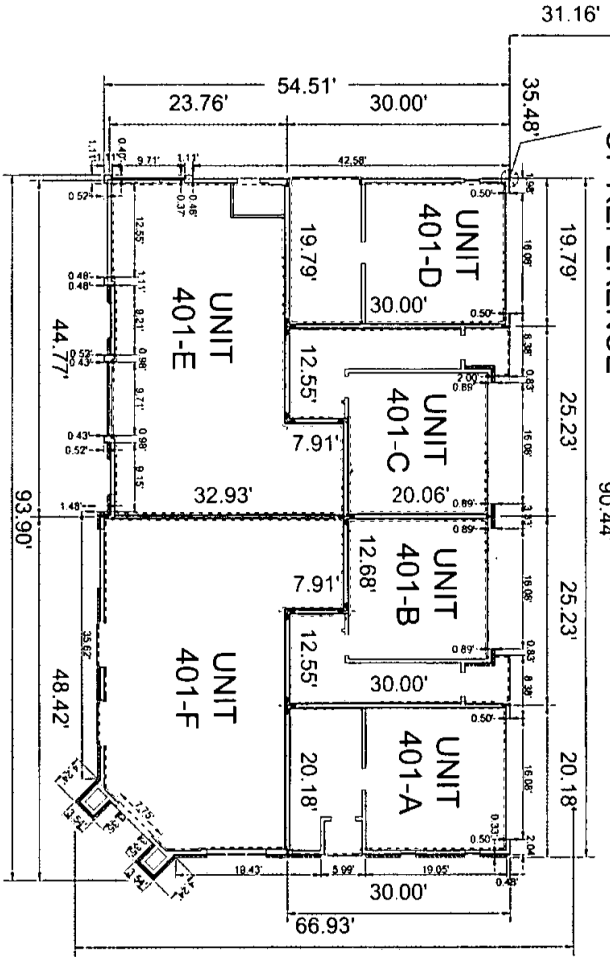
CHARTER HOMES AT HASTINGS

The Gateway  
Full-Service Civil  
100 McKinnis Road  
Gettysburg, PA 17325  
717-338-9900

Scale: 1" = 50'  
Date: 7/5/21

**BUILDING 401 FIRST FLOOR**

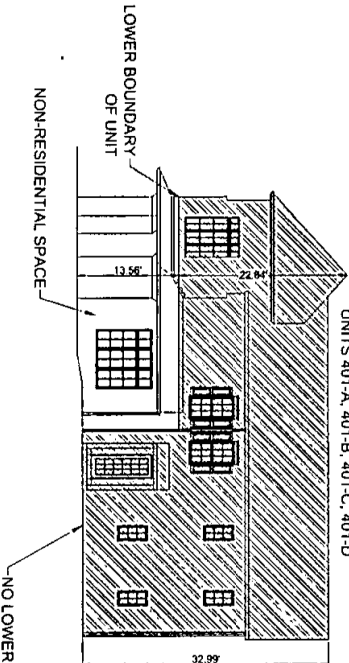
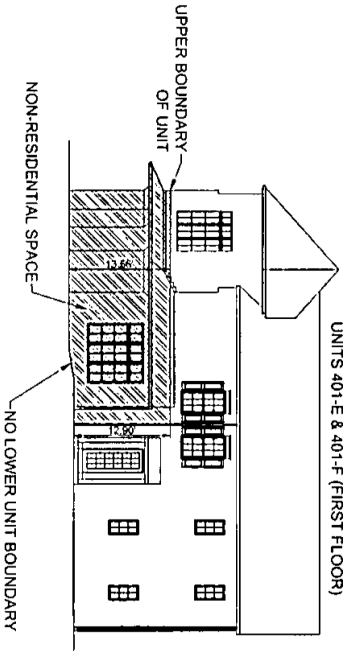
IRON PIN 3  
 COORDINATE COMMON POINT  
 OF REFERENCE  
 90.441'



IRON PIN COORDINATES  
 (NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT)

IRON PIN 3  
 N 40° 19' 40.85326074"  
 W 80° 06' 31.22923453"

TIE: N 89° 15' 04" W 31.16'  
 TIE: S 30° 44' 56" E 35.48'

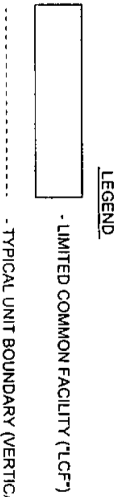


**NOTES:**

ALL UNITS IN BUILDINGS 401, 402, AND 403 (CROSSROADS BUILDINGS) SHOWN HEREON DEFINED IN SECTION 1.3.2 OF THE DECLARATION. EACH UNIT IN THESE CROSSROADS COMPRISED OF PORTIONS OF A BUILDING AND THE LAND BENEATH THE FOOTPRINT OF OF THE UNIT, BY WAY OF FURTHER EXPLANATION OF THE UNIT BOUNDARIES DEPICTED ON UNIT BOUNDARIES OF EACH UNIT BEING CREATED IN THE CROSSROADS BUILDINGS SHALL BE THE UPPER AND LOWER (HORIZONTAL) BOUNDARIES. THE UPPER AND LOWER OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO INTERSECTION VERTICAL BOUNDARIES:

- (a) UPPER BOUNDARY: THE HORIZONTAL PLANES FORMED BY THE UNIT SURFACE OF THE UPPERMOST CEILING OF THE UNIT.
- (b) LOWER BOUNDARY: THERE SHALL BE NO LOWER BOUNDARIES EXCEPT THE EXTENT DEPICTED ON THE PLATS AND PLANS.
- (c) VERTICAL BOUNDARIES: THE VERTICAL BOUNDARIES OF A TYPE E UNIT SHALL BE THE VERTICAL PLANES OF THE UNIT-SIDE SURFACE OF THE PERIMETER WALLS AND THE OF PARTY WALLS WHICH ENCLOSE THE UNIT (INCLUDING THE UNIT-SIDE SURFACE AND DOORS IN PERIMETER WALLS), EXTENDED TO INTERSECTIONS WITH EACH OF THE UPPER AND LOWER BOUNDARIES.
- (d) FOR FURTHER DETAILS, PLEASE SEE SECTION 2.2.5(C) AND (D) OF THE DECLARATION.

THE LIMITED COMMON FACILITY ("LCF") YARD AREAS SHOWN HEREON ABUTTING THE SHALL BE AN LCF ALLOCATED COLLECTIVELY TO THE CROSSROADS UNITS SHOWN HEREON



GRAPHIC SCALE



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 Gettysburg, PA 17325  
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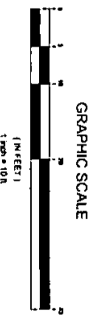
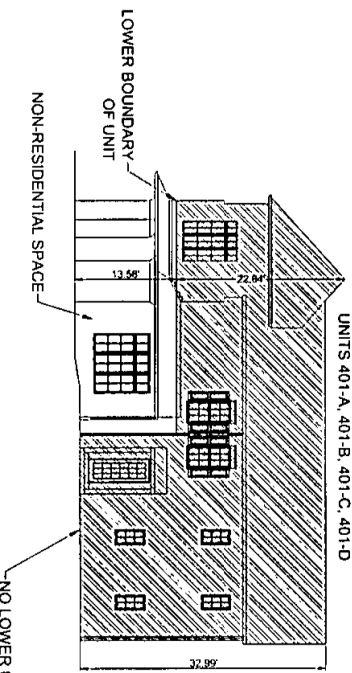
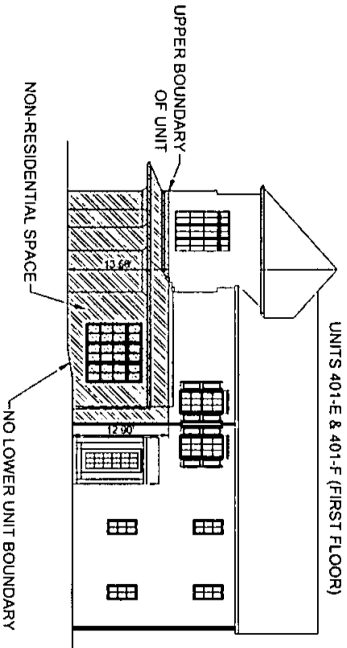
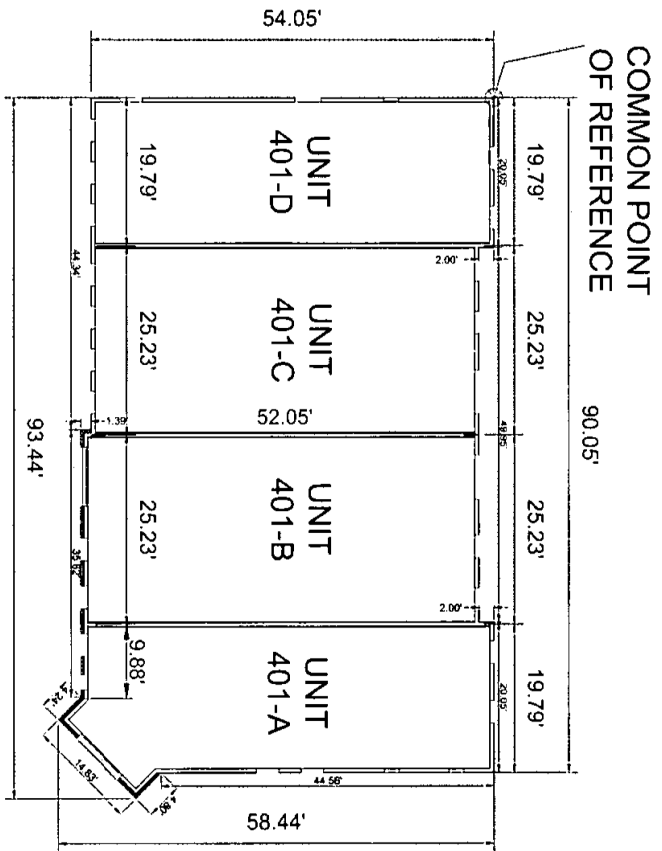
AMENDED DECLARATION PLATS  
 PLANNED COMMUNITY PHASE  
 OF HASTINGS, A PLANNED COMMUNITY

SUBDIVISION  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA

CHARTER HOMES AT HASTINGS



# BUILDING 401 SECOND FLOOR



**NOTES:**

ALL UNITS IN BUILDINGS 401, 402, AND 403 (CROSSROADS BUILDINGS) SHOWN HEREON DEFINED IN SECTION 1.3.2 OF THE DECLARATION. EACH UNIT IN THESE CROSSROADS B COMPRSED OF PORTIONS OF A BUILDING AND THE LAND BENEATH THE FOOTPRINT OF OF THE UNIT. BY WAY OF FURTHER EXPLANATION OF THE UNIT BOUNDARIES DEPICTED ON UNIT BOUNDARIES OF EACH UNIT BEING CREATED IN THE CROSSROADS BUILDINGS SHALL C

(a) UPPER AND LOWER (HORIZONTAL) BOUNDARIES: THE UPPER AND LOWER OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO INTERSECTION VERTICAL BOUNDARIES:

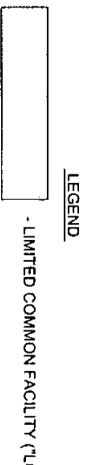
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(2) LOWER BOUNDARY: THERE SHALL BE NO LOWER BOUNDARIES EXCEPT THE EXTENT DEPICTED ON THE PLATS AND PLANS.

(b) VERTICAL BOUNDARIES: THE VERTICAL BOUNDARIES OF A TYPE E UNIT SHALL VERTICAL PLANES OF THE UNIT SIDE SURFACE OF THE PERIMETER WALLS AND THE OF PARTY WALLS WHICH ENCLOSE THE UNIT (INCLUDING THE UNIT SIDE SURFACE AND DOORS IN PERIMETER WALLS), EXTENDED TO INTERSECTIONS WITH EACH OF THE UPPER AND LOWER BOUNDARIES.

(c) FOR FURTHER DETAILS, PLEASE SEE SECTION 2.2.5(C) AND (D) OF THE DECLARATION.

THE LIMITED COMMON FACILITY ("LCF") YARD AREAS SHOWN HEREON ABUTTING THE SHALL BE AN LCF ALLOCATED COLLECTIVELY TO THE CROSSROADS UNITS SHOWN HEREON





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AMENDED DECLARATION PLATS  
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OF HASTINGS, A PLANNED COMMUNITY  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA

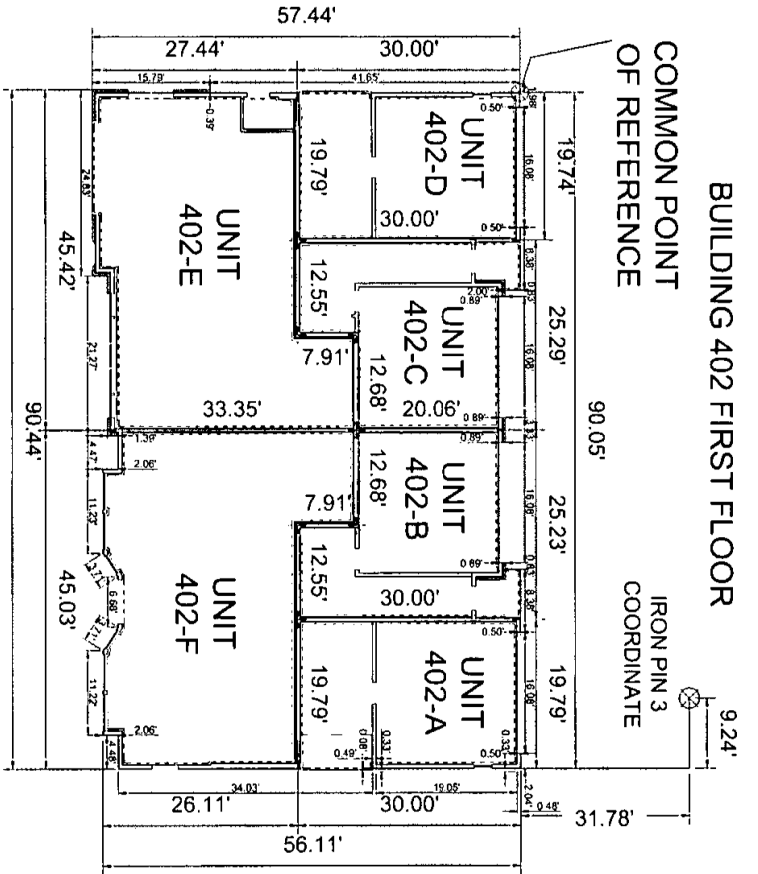
FOR  
CHARTER HOMES AT HASTINGS

SCALE: 1" = 20'

# BUILDING 402 FIRST FLOOR

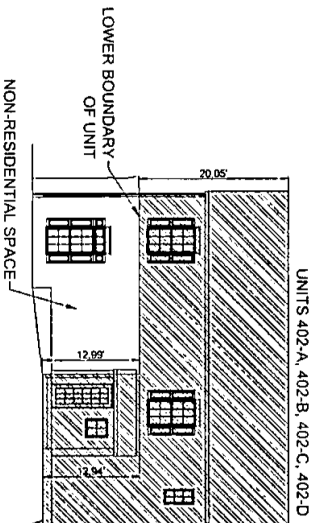
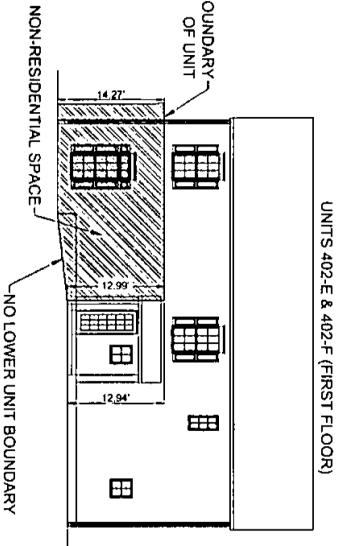
COMMON POINT  
OF REFERENCE

IRON PIN 3  
COORDINATE



IRON PIN COORDINATES  
(NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT)

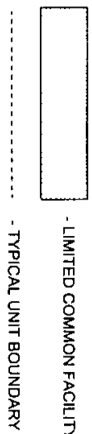
IRON PIN 3  
N 40° 19' 40.85326074"  
W 80° 06' 31.22923453"  
TIE: N 59° 15' 04" W 31.78'  
TIE: S 30° 44' 56" E 9.24'



**NOTES:**

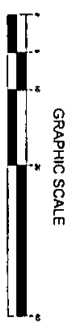
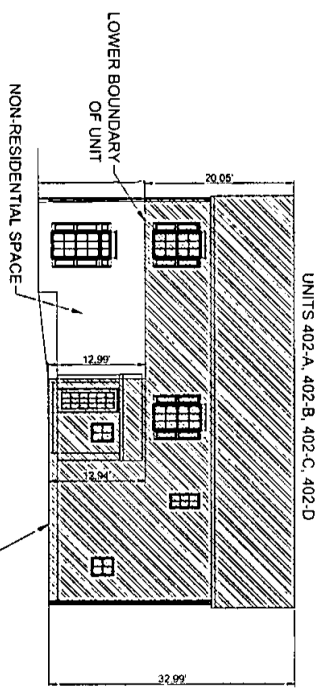
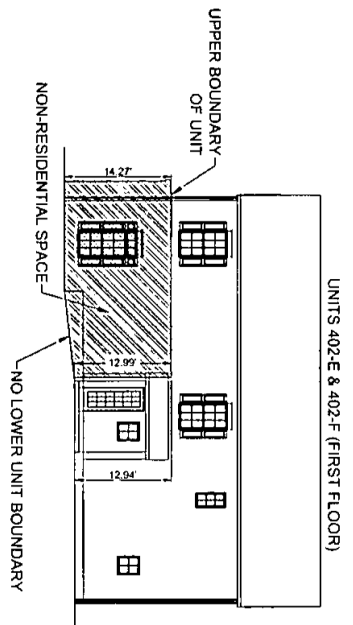
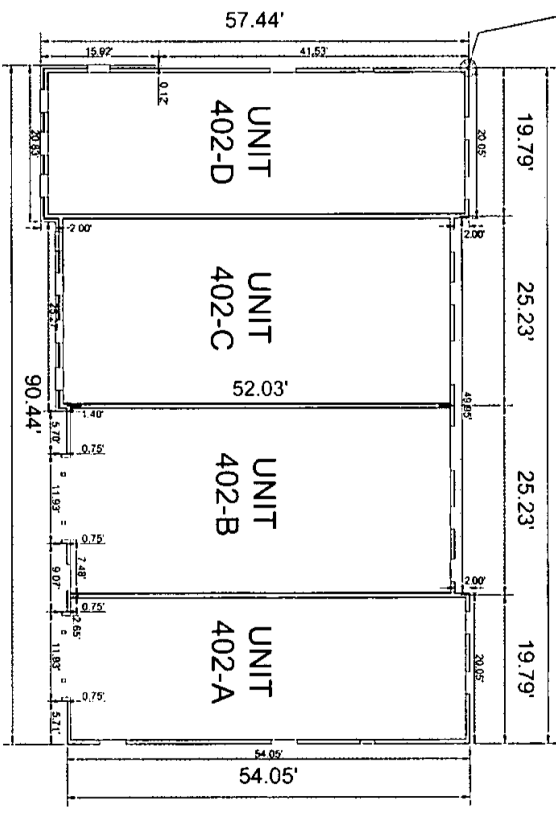
ALL UNITS IN BUILDINGS 401, 402, AND 403 ("CROSSROADS BUILDINGS") SHOWN HEREON, DEFINED IN SECTION 1.3.2 OF THE DECLARATION, EACH UNIT IN THESE CROSSROADS IS COMPRISED OF A BUILDING AND THE LAND BENEATH THE FOOTPRINT OF THE UNIT. BY WAY OF FURTHER EXPLANATION OF THE UNIT BOUNDARIES DEPICTED ON UNIT BOUNDARIES OF EACH UNIT BEING CREATED IN THE CROSSROADS BUILDINGS SHALL (a) UPPER AND LOWER (HORIZONTAL) BOUNDARIES: THE UPPER AND LOWER OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO INTERSECTION VERTICAL BOUNDARIES:  
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(c) FOR FURTHER DETAILS, PLEASE SEE SECTION 2.2.5(C) AND (D) OF THE DECLARATION.

THE LIMITED COMMON FACILITY ("LCF") YARD AREAS SHOWN HEREON ABUTTING THE SHALL BE AN LCF ALLOCATED COLLECTIVELY TO THE CROSSROADS UNITS SHOWN HEREON.



AMENDED DECLARATION PLATS  
PLANNED COMMUNITY PHASE  
OF HASTINGS, A PLANNED COMMUNITY  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA  
SUBDIVISION  
CHARTER HOMES AT HASTINGS

# BUILDING 402 SECOND FLOOR COMMON POINT OF REFERENCE 90.05'




- NOTES:**
- (1) UPPER BOUNDARY: THE HORIZONTAL PLANES FORMED BY THE UNIT SURFACE OF THE UPPERMOST CEILING OF THE UNIT.
  - (2) LOWER BOUNDARY: THERE SHALL BE NO LOWER BOUNDARIES EXCEPT THE EXTENT DEPICTED ON THE PLATS AND PLANS.
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**LEGEND**

□ LIMITED COMMON FACILITY (LCF)



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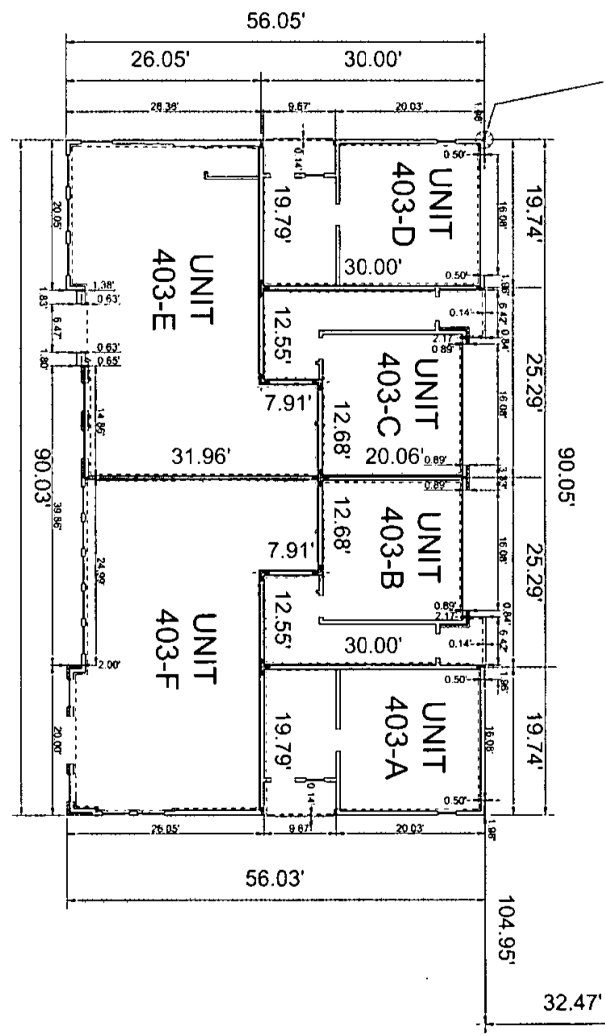
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Full-Service Civil Firm  
100 Madison Road  
Guthrie, PA 17330  
guthrie.gateway.com

**AMENDED DECLARATION PLATS  
PLANNED COMMUNITY PHASE  
OF HASTINGS, A PLANNED COMMUNITY  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA**

**CHARTER HOMES AT HASTINGS**

SCALE: 1" = 32'

# IRON PIN 3 BUILDING 403 FIRST FLOOR COMMON POINT OF REFERENCE



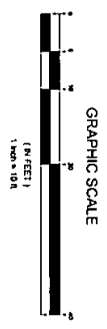
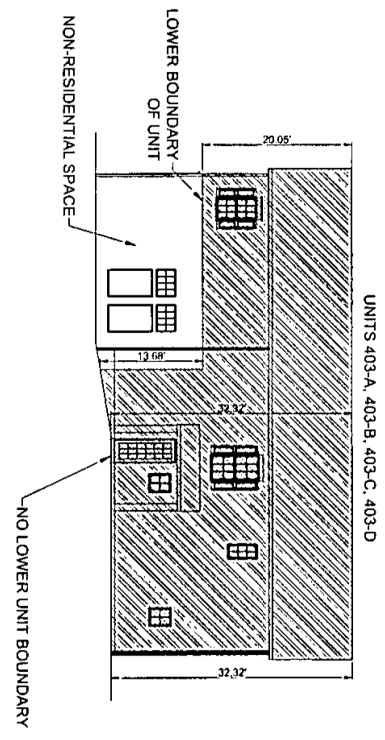
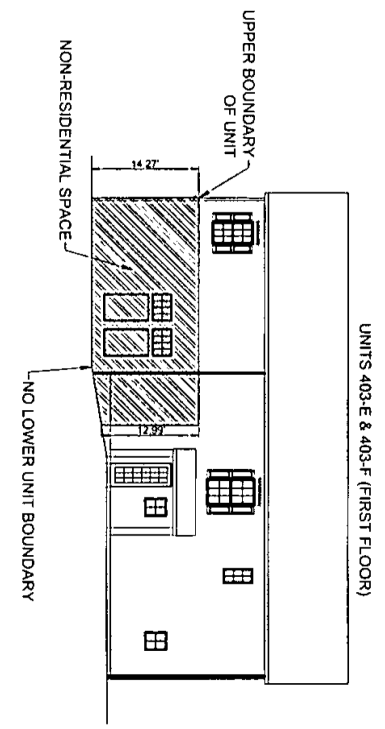
IRON PIN 3  
COORDINATE  
NOTES:

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IRON PIN COORDINATES  
(NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT)

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TIE: N 59° 15' 04" W 32.47'  
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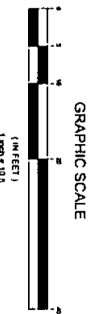
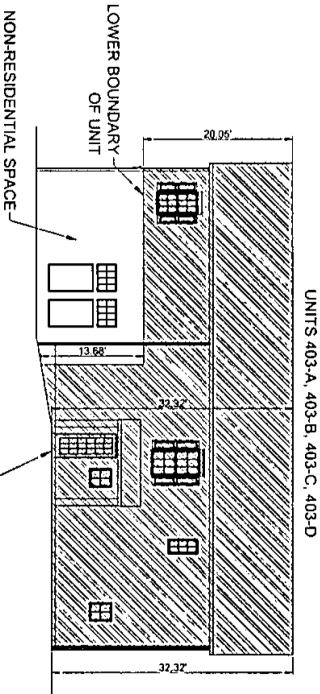
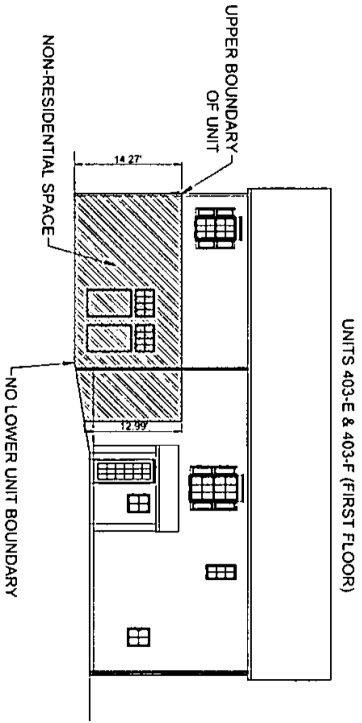
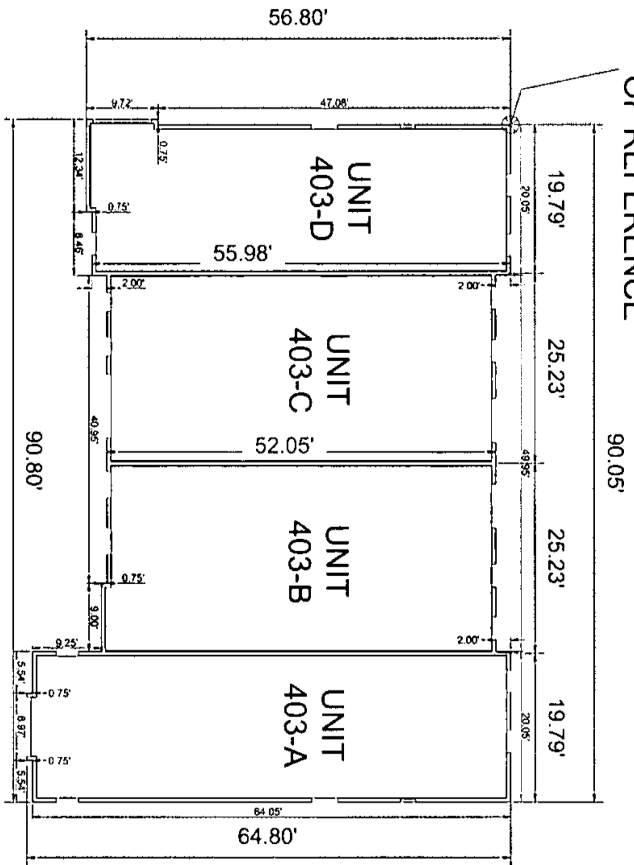
**LEGEND**

- LIMITED COMMON FACILITY
- TYPICAL UNIT BOUNDARY

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Greensboro, NC 27409  
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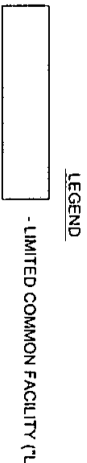
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PLANNED COMMUNITY PHASE  
OF HASTINGS, A PLANNED COMMUNITY  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA  
15408  
CHARTER HOMES AT HASTINGS

# BUILDING 403 SECOND FLOOR COMMON POINT OF REFERENCE



**NOTES:**

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  - (b) VERTICAL BOUNDARIES: THE VERTICAL BOUNDARIES OF A TYPE E UNIT SH VERTICAL PLANES OF THE UNIT-SIDE SURFACE OF THE PERIMETER WALLS AND THE OF PARTY WALLS WHICH ENCLOSE THE UNIT (INCLUDING THE UNIT-SIDE SURFACE AND DOORS IN PERIMETER WALLS), EXTENDED TO INTERSECTIONS WITH EACH OF THE UPPER AND LOWER BOUNDARIES.
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- THE LIMITED COMMON FACILITY ("LCF") YARD AREAS SHOWN HEREON ABUTTING THE SHALL BE AN LCF ALLOCATED COLLECTIVELY TO THE CROSSROADS UNITS SHOWN HEREON





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AMENDED DECLARATION PLATS  
PLANNED COMMUNITY PH  
OF HASTINGS, A PLANNED CO  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA  
CHARTER HOMES AT HASTI  
DATE: 10/1/2024

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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2021-28784  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: August 25, 2021  
Recorded At: 04:02:43 pm  
Number of Pages:8  
Book-VI/Pg: Bk-DE VI-18577 Pg-197  
Recording Fee: \$181.75  
Parties:  
CHARTER HOMES AT HASTINGS INC  
CHARTER HOMES AT HASTINGS INC  
Receipt Number: 3993019  
Processed By: Maureen Ward-Davis

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

471165

DRE Certified  
24-Aug-2021 12:05P\Int By: B B

Part of No. 480-P-56

Prepared by and return to:  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**  
Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "**Hastings, A Planned Community**" in both the Grantor and Grantee indexes

**FIFTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This amendment ("Amendment") is made as of this 2nd day of August, 2021, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and as amended, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XXI of the Declaration, Declarant reserved the right to withdraw all or any portion of the Withdrawable Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period.

C. Declarant now desires to exercise its right to withdraw a portion of the Withdrawable Real Estate described in Exhibit "D" to the Declaration, as more particularly depicted on Exhibit A and as described on Exhibit B attached hereto (hereinafter referred to as the "Withdrawn Real Estate").

D. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Withdrawn Real Estate is withdrawn from the Community and shall be regarded as if it were never a part of the Community.

2. No reallocation of Allocated Interest appurtenant to each Unit or votes in the Association is necessary because the Withdrawn Real Estate did not constitute or contain a Unit within the Community, and therefore was not assigned an Allocated Interest or any votes in the Association.

3. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

***[Signature page follows]***



IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By: *Anthony Faranda-Diedrich*  
Name: Anthony Faranda-Diedrich  
Title: Authorized Signatory

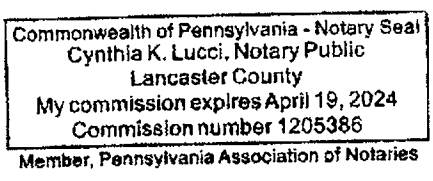
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Lancaster :

On this, the 2nd day of August, 2021, before me, a Notary Public, the undersigned officer, personally appeared ANTHONY FARANDA-DIEDRICH, who acknowledged himself to be the Authorized Signatory of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

*Cynthia K. Lucci*  
Notary Public

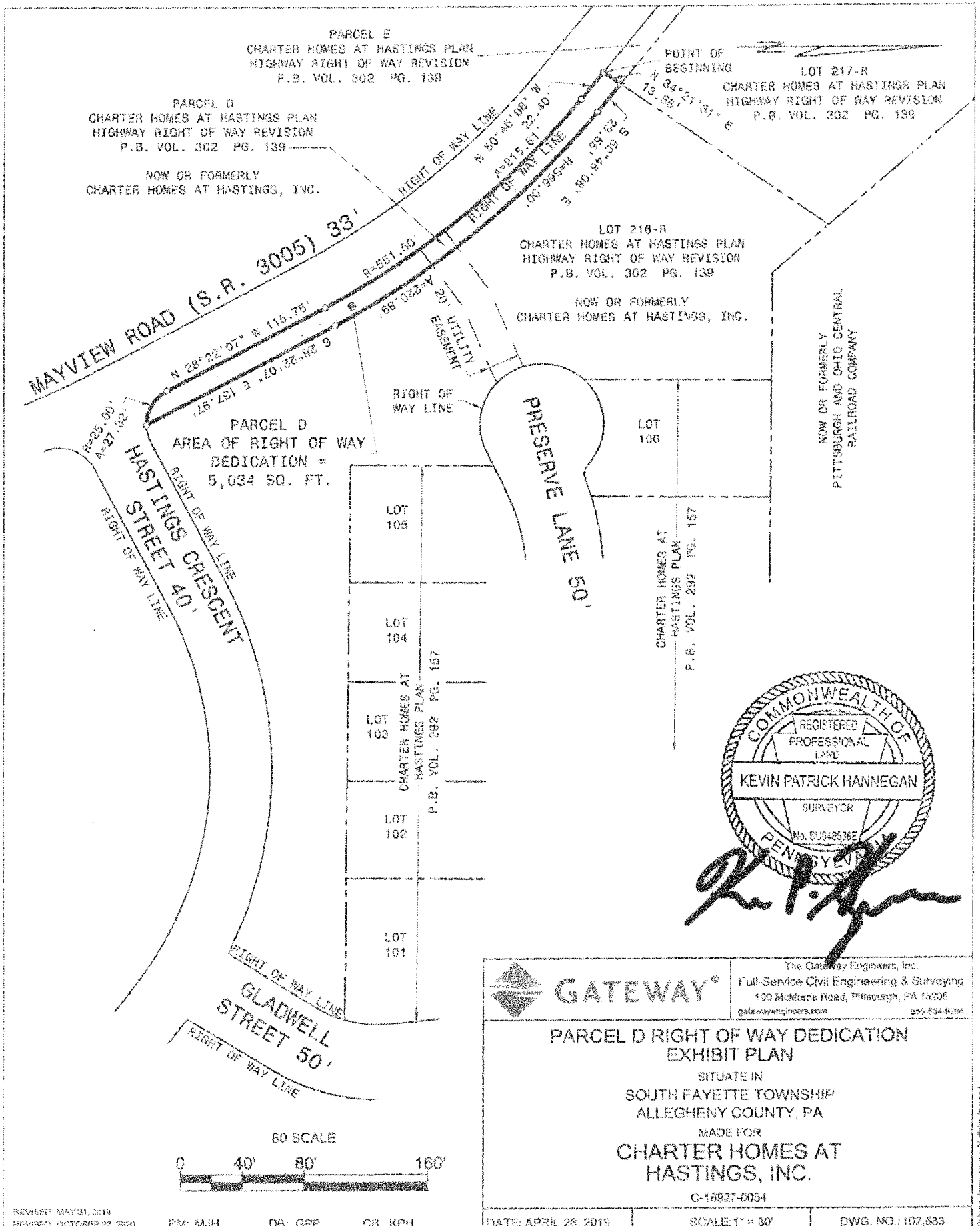
(SEAL)



My commission expires: April 19, 2024

EXHIBIT A  
PLAT OF PARCEL D

[Exhibit A]



COMMONWEALTH OF PENNSYLVANIA  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 KEVIN PATRICK HANNEGAN  
 No. 00948636E  
*[Signature]*

	The Gateway Engineers, Inc. <b>GATEWAY®</b> Full-Service Civil Engineering & Surveying 100 Mulburn Road, Pittsburgh, PA 15206 <small>gatewayengineers.com 412.434.4284</small>	
	<b>PARCEL D RIGHT OF WAY DEDICATION EXHIBIT PLAN</b> SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b> C-16827-0054	
DATE: APRIL 26, 2019	SCALE: 1" = 80'	DWG. NO.: 102,683



REVISED: MAY 31, 2019  
 REVISION: OCTOBER 22, 2020  
 PM: MJH    DB: GPF    CR: KDH

**EXHIBIT B****LEGAL DESCRIPTION OF PARCEL D**

C-18927-0054

May 2, 2019

Revised: May 31, 2019

Revised: October 22, 2020

**PARCEL D  
DEDICATION OF RIGHT OF WAY FOR ROAD PURPOSES -  
LANDS OF CHARTER HOMES AT HASTINGS, INC.**

All that certain parcel of land, to be dedicated for right of way purposes, being Parcel D in the Charter Homes at Hastings Plan Highway Right of Way Revision, as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 302, Page 139, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the northeasterly right of way line of Mayview Road, State Route No. 3005, 33.00 feet wide, at the line dividing Parcel D and Parcel E in the Charter Homes at Hastings Plan Highway Right of Way Revision, as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 302, Page 139; thence from said point of beginning by the line dividing Parcel D and Parcel E in said Charter Homes at Hastings Plan Highway Right of Way Revision N 34° 21' 31" E a distance of 13.55 feet to a point on the line dividing Parcel D and Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision; thence by the line dividing Parcel D and Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision the following three (3) courses and distances:

S 50° 46' 08" E a distance of 23.55 feet to a point of curvature;  
in a southeasterly direction by a curve bearing to the right having a radius of 565.00 feet through an arc distance of 220.89 feet to a point of tangency;  
S 28° 22' 07" E a distance of 137.97 feet to a point on the northerly right of way line of Hastings Crescent Street, 40.00 feet wide;

thence by the northerly right of way line of Hastings Crescent Street in a northwesterly direction by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 27.32 feet to a point of tangency on the northeasterly right of way line of said Mayview Road; thence by the northeasterly right of way line of said Mayview Road the following three (3) courses and distances:

N 28° 22' 07" W a distance of 115.78 feet to a point of curvature;  
in a northwesterly direction by a curve bearing to the left having a radius of 551.50 feet through an arc distance of 215.61 feet to a point of tangency;  
N 50° 46' 08" W a distance of 22.40 feet to a point on the line dividing Parcel D and Parcel E in said Charter Homes at Hastings Plan Highway Right of Way Revision, at the point of beginning.

[Exhibit B]

Containing an area of 5,034 square feet.

g:\projects\18000\18927 mayview\0054\docs\survey\description parcel d right of way dedication.docx



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

Instrument Number: 2021-36522

BK-DE VL-18656 PG-492

Recorded On: October 25, 2021 As-Deed Agreement

Parties: CHARTER HOMES AT HASTINGS INC

To CHARTER HOMES AT HASTINGS INC

# of Pages: 19

Comment: DECL COVENANTS

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	181.75
	0
	0
Total:	181.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	
Value	EXEMPT 0.00

Certified On/By-> 10-25-2021 / Angela Gans
CONDO DECLARATION

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: 2021-36522  
 Receipt Number: 4023561  
 Recorded Date/Time: October 25, 2021 01:19:04P  
 Book-Vol/Pg: BK-DE VL-18656 PG-492  
 User / Station: J Clark - CASH 06

CHICAGO TITLE INSURANCE CO  
 WILL CALL  
 PITTSBURGH PA 15219



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Director  
 Rich Fitzgerald, County Executive

Via Call

File Number PIT212237/mcc

Parent Parcel No. 480-P-1 (Phase 1)  
480-R-6 (Unit 180-RR)

Doc. Control & Issue  
17700PA Job No. = rhmala 5mm

**Prepared by and return to:**  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**  
Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**SIXTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Sixth Amendment (this "Amendment") is made as of this 21<sup>st</sup> day of October, 2021, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, and a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred twenty-five (225).

D. Pursuant to Section 8.1.4 of the Declaration, Declarant reserved the right to subject any portion of the Community not located within a Building to easements.

E. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to two hundred twenty-six (226).

F. Declarant further desires to establish certain easements on the Converted Real Estate for the benefit of certain other Units in the Community and various parties as further provided herein.

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.



NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number of Unit 180-RR to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof, with related assessments for Unit 180-RR subject to the remainder of this Section 2. Based on Unit 180-RR's use of the Community's real estate and improvements, including, without limitation, stormwater management facilities, Walking Trails, common sidewalks, signage, street trees, and other common landscaping; the benefit the Unit Owner will derive from such portions of the Community; the Unit's size, configuration, and type of proposed use, Declarant has determined, in accordance with Section 5314(c) of the Act and Section 11.3 of the Declaration, that a fair and equitable special allocation of expenses shall be applicable to Unit 180-RR as follows: Commencing on the date that the first certificate of occupancy is issued for the building on Unit 180-RR, Unit 180-RR shall be annually assessed Six Thousand Dollars (\$6,000.00) for the first year, with annual assessments thereafter equal to the amount for the prior year increased or decreased by the prior year's Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast region as published by the Bureau of Labor Statistics of the United States Department of Labor, provided however, the maximum increase or decrease in any annual adjustment of the prior year's assessment, shall not exceed two percent (2%).

3. All accessways and drive aisles (and any sidewalks appurtenant thereto) located on Unit 180-RR from time to time, including, without limitation, all accessways and drive aisles shown on the Revised Plan, as defined in 3(a) below (and prior to the said accessways and drive aisles being constructed on Unit 180-RR, all areas shown on the Revised Plan on which the accessways and drive aisles are intended to be constructed) are hereby made subject to, or expressly confirmed to be subject to, the following easements:

(a) A non-exclusive, uninterrupted, perpetual easement for pedestrian and vehicular access and passage in favor of any Residential Units currently existing or hereinafter created on the adjacent Lot 179-RR (the "Benefited Residential Units") as shown on that certain plan titled "Charter Homes at Hastings Plan Revision No. 1 – Lot Line Revision to 179-R and 180-R," dated April 2021 and prepared by Gateway Engineers, Inc, recorded with the Recorder's Office in Plan Book Volume 310, Page 63 (the "Revised Plan"), for the purpose of ingress, egress, and regress among the Benefited Residential Units, all private alleys and private roads adjoining Unit 180-RR and all public roadways adjoining Unit 180-RR.

(b) A non-exclusive, uninterrupted, perpetual easement for pedestrian and vehicular access and passage in favor of any Non-Residential Units currently existing or hereinafter created on the adjacent Lot 179-RR as shown on the Revised Plan (the "Benefited Non-Residential Units"), for ingress, egress, and regress among the Benefited Non-Residential Units, all private alleys and private roads adjoining Unit 180-RR and all public roadways adjoining Unit 180-RR for the purpose of Benefited Non-Residential Units receiving deliveries and for other similar purposes in connection with the business operations of such Benefited Non-Residential Units.

(c) A non-exclusive, perpetual easement for pedestrian and vehicular access and passage in favor of the Benefited Non-Residential Units and the Non-Residential

Units in Buildings 401, 402 and 403 (collectively, the "Benefited Units") for the purpose of ingress, egress, and regress among all dumpster facilities located on Lot 179-RR from time to time, all private alleys and private roads adjoining Unit 180-RR and all public roadways adjoining Unit 180-RR to allow all Benefited Units with access to and use of the said dumpster facilities .

(d) A non-exclusive, perpetual pedestrian and vehicular easement of access and passage in favor of the Declarant, Association and their respective agents, employees and independent contractors for the purpose of ingress, egress and regress among the Benefited Residential Units, Benefited Non-Residential Units, and all private alleys and private roads adjoining Unit 180-RR and all public roadways adjoining Unit 180-RR to allow the Declarant and Association to discharge any of its obligations and/or exercise its rights under the Declaration with respect to the Benefited Residential Units and Benefited Non-Residential Units.

(e) A non-exclusive, perpetual easement for pedestrian and vehicular access and passage in favor of public safety personnel such as police, fire and rescue personnel, and emergency medical personnel; service providers such as trash collectors; delivery vehicles; mail delivery personnel; and other similar persons or entities providing services to the Community for the purpose of ingress, egress and regress among the Benefited Residential Units, Benefited Non-Residential Units, and all private alleys and private roads adjoining Unit 180-RR and all public roadways adjoining Unit 180-RR.

Notwithstanding anything herein to the contrary, the easement rights granted herein are in addition to, and do not limit in any manner, the easement rights set forth in the Declaration. Furthermore and notwithstanding anything herein to the contrary, Declarant reserves the right, without the consent of any Unit Owner or other party whatsoever, to modify or limit the easements granted in this Section 3 to the extent Declarant deems it necessary,

in its sole discretion, to allow for changes to the Revised Plan, including changes to the location of accessways and drive aisles on Unit 180-RR, and/or to allow for changes to the location or size of any improvements located on Unit 180-RR from time to time.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



## EXHIBIT A

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THAT CERTAIN tract of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit No. 180-RR**, together with any Limited Common Elements appurtenant thereto, bounded and described as Planned Community Phase 5 (as distinguished from any Subdivision or Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

## EXHIBIT B

### AMENDED PLATS AND PLANS

The attached Certification together with the following plans shall collectively serve as the Amended Declaration Plats and Plans for Planned Community Phase 5 and are hereby incorporated herein and made an integral part of this Declaration by this reference thereto: (i) Charter Homes at Hastings Plan, dated September 21, 2016, prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157; (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78; (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79; (iv) Charter Homes at Hastings Plan No. 2, dated October 30, 2019, prepared by The Gateway Engineers, Inc., and recorded on November 21, 2019 in the Recorder's Office in Plan Book Volume 303, Page 98; and (v) Charter Homes at Hastings Plan Revision No. 1 – Lot Line Revision to 179-R and 180-R, dated April 2021 and prepared by Gateway Engineers, Inc, recorded with the Recorder's Office in Plan Book Volume \_\_\_\_\_, Page \_\_\_\_\_. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, and 4 recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment at Book DE, Volume 17941, Page 268, and Fourth Amendment at Book DE, Volume 18325, Page 433 are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached plats and plans for Planned Community Phase 5. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.

**EXHIBIT C**

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1</b>			
101	A	0.4424	1
102	A	0.4424	1
103	A	0.4424	1
104	A	0.4424	1
105	A	0.4424	1
106	A	0.4424	1
107	A	0.4424	1
108	A	0.4424	1
109	A	0.4424	1
110	A	0.4424	1
111	A	0.4424	1
112	A	0.4424	1
113	A	0.4424	1
114	A	0.4424	1
115	A	0.4424	1
116	A	0.4424	1
117	A	0.4424	1
118	A	0.4424	1
119	A	0.4424	1
120	A	0.4424	1
121	A	0.4424	1
122	A	0.4424	1
123	A	0.4424	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	0.4424	1
125	A	0.4424	1
126	A	0.4424	1
127	C	0.4424	1
128	C	0.4424	1
129	C	0.4424	1
130	C	0.4424	1
131	C	0.4424	1
132	C	0.4424	1
133	B	0.4424	1
134	B	0.4424	1
135	B	0.4424	1
136	B	0.4424	1
137	B	0.4424	1
138	B	0.4424	1
139	B	0.4424	1
140	B	0.4424	1
141	B	0.4424	1
142	B	0.4424	1
143	B	0.4424	1
144	B	0.4424	1
145	B	0.4424	1
146	B	0.4424	1
147	B	0.4424	1
148	B	0.4424	1
149	B	0.4424	1
150	B	0.4424	1
151	B	0.4424	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
152	B	0.4424	1
153	B	0.4424	1
154	B	0.4424	1
155	B	0.4424	1
156	B	0.4424	1
161	B	0.4424	1
162	B	0.4424	1
163	B	0.4424	1
164	B	0.4424	1
165	B	0.4424	1
166	B	0.4424	1
167	B	0.4424	1
168	B	0.4424	1
169	B	0.4424	1
170	B	0.4424	1
171	B	0.4424	1
172	B	0.4424	1
173	B	0.4424	1
174	B	0.4424	1
175	B	0.4424	1
176	B	0.4424	1
177	B	0.4424	1
178	B	0.4424	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.4424	1
182-R	B	0.4424	1
183-R	B	0.4424	1
184-R	B	0.4424	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
189	C	0.4424	1
190	C	0.4424	1
191	C	0.4424	1
192	C	0.4424	1
193	C	0.4424	1
194	C	0.4424	1
195	C	0.4424	1
196	C	0.4424	1
197	C	0.4424	1
198	C	0.4424	1
199-R	B	0.4424	1
200-R	B	0.4424	1
201-R	B	0.4424	1
202-R	B	0.4424	1
203-R	B	0.4424	1
204-R	B	0.4424	1
205-R	B	0.4424	1
206-R	B	0.4424	1
207-R	B	0.4424	1
208-R	B	0.4424	1
209-R	B	0.4424	1
210-R	B	0.4424	1
211-R	B	0.4424	1
212-R	B	0.4424	1
213-A-R	B	0.4424	1
213-B-R	B	0.4424	1
213-C-R	B	0.4424	1
213-D-R	B	0.4424	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
213-E-R	B	0.4424	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.4424	1
215	A	0.4424	1
216	A	0.4424	1
217	A	0.4424	1
218	A	0.4424	1
219	A	0.4424	1
220	A	0.4424	1
221	A	0.4424	1
222	A	0.4424	1
223	A	0.4424	1
224	A	0.4424	1
225	A	0.4424	1
226	A	0.4424	1
227	A	0.4424	1
228	A	0.4424	1
229	A	0.4424	1
230	A	0.4424	1
231	A	0.4424	1
232	A	0.4424	1
233	A	0.4424	1
234	A	0.4424	1
235	A	0.4424	1
236	A	0.4424	1
237	A	0.4424	1
238	A	0.4424	1
239	A	0.4424	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
240	A	0.4424	1
241	A	0.4424	1
242	A	0.4424	1
243	C	0.4424	1
244	C	0.4424	1
245	C	0.4424	1
246	C	0.4424	1
247	C	0.4424	1
248	C	0.4424	1
250	C	0.4424	1
251	C	0.4424	1
252	C	0.4424	1
253	C	0.4424	1
254	C	0.4424	1
255	C	0.4424	1
256	C	0.4424	1
257	C	0.4424	1
258	C	0.4424	1
259	C	0.4424	1
260	B	0.4424	1
261	B	0.4424	1
262	B	0.4424	1
263	B	0.4424	1
264	B	0.4424	1
265	B	0.4424	1
266	B	0.4424	1
267	B	0.4424	1
268	B	0.4424	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
269	B	0.4424	1
270	B	0.4424	1
271	B	0.4424	1
272	B	0.4424	1
273	B	0.4424	1
274	B	0.4424	1
275	B	0.4424	1
276	B	0.4424	1
277	B	0.4424	1
278	B	0.4424	1
279	B	0.4424	1
280-A	D	0.4424	1
280-B	D	0.4424	1
280-C	D	0.4424	1
280-D	D	0.4424	1
280-E	D	0.4424	1
280-F	D	0.4424	1
280-G	D	0.4424	1
280-H	D	0.4424	1
281-A	D	0.4424	1
281-B	D	0.4424	1
281-C	D	0.4424	1
281-D	D	0.4424	1
281-E	D	0.4424	1
281-F	D	0.4424	1
281-G	D	0.4424	1
281-H	D	0.4424	1
282	B	0.4424	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
283	B	0.4424	1
284	B	0.4424	1
285	B	0.4424	1
286	B	0.4424	1
287	B	0.4424	1
288	B	0.4424	1
289	B	0.4424	1
290	B	0.4424	1
291	B	0.4424	1
292	B	0.4424	1
293	B	0.4424	1
294	B	0.4424	1
295	B	0.4424	1
296	B	0.4424	1
297	B	0.4424	1
298	B	0.4424	1
299	B	0.4424	1
300	B	0.4424	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	0.4424	1
401-B	E	0.4424	1
401-C	E	0.4424	1
401-D	E	0.4424	1
401-E	E	0.4424	1
401 -F	E	0.4424	1
402-A	E	0.4424	1
402-B	E	0.4424	1
402-C	E	0.4424	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
402-D	E	0.4424	1
402-E	E	0.4424	1
402-F	E	0.4424	1
403-A	E	0.4424	1
403-B	E	0.4424	1
403-C	E	0.4424	1
403-D	E	0.4424	1
403-E	E	0.4424	1
403-F	E	0.4424	1
<b>New Planned Community Phase 5</b>			
180-RR	F	0.4424	1
<b>Total Units – 226</b>		<b>99.9%</b>	<b>226</b>



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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2021-42497  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: December 10, 2021  
Recorded At: 04:06:53 pm  
Number of Pages: 18  
Book-VI/Pg: Bk-DE VI-18718 Pg-376  
Recording Fee: \$181.75  
Parties:  
    CHARTER HOMES AT HASTINGS INC  
    CHARTERS HOMES AT HASTINGS INC  
Receipt Number: 4049326  
Processed By: Maureen Ward-Davis

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

---

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

A handwritten signature in black ink that reads "Jerry Tyskiewicz".

Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

**486616**

DRE Certified

10-Dec-2021 02:12P\Int By: T G

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**  
 Rhonda M. Weaver, Esquire  
 McNees Wallace & Nurick LLC  
 100 Pine Street  
 P.O. Box 1166  
 Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**  
 Pursuant to Section 5219(c) of the  
 Pennsylvania Uniform Planned  
 Community Act, please index this  
 Amendment in the name of "Hastings, A  
 Planned Community" in both the Grantor  
 and Grantee indexes

**SEVENTH AMENDMENT  
 TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
 AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
 HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Seventh Amendment (this "Amendment") is made as of this 10 day of December, 2021, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, and a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred twenty-six (226).

D. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to two hundred twenty-eight (228).

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more

particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying numbers to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



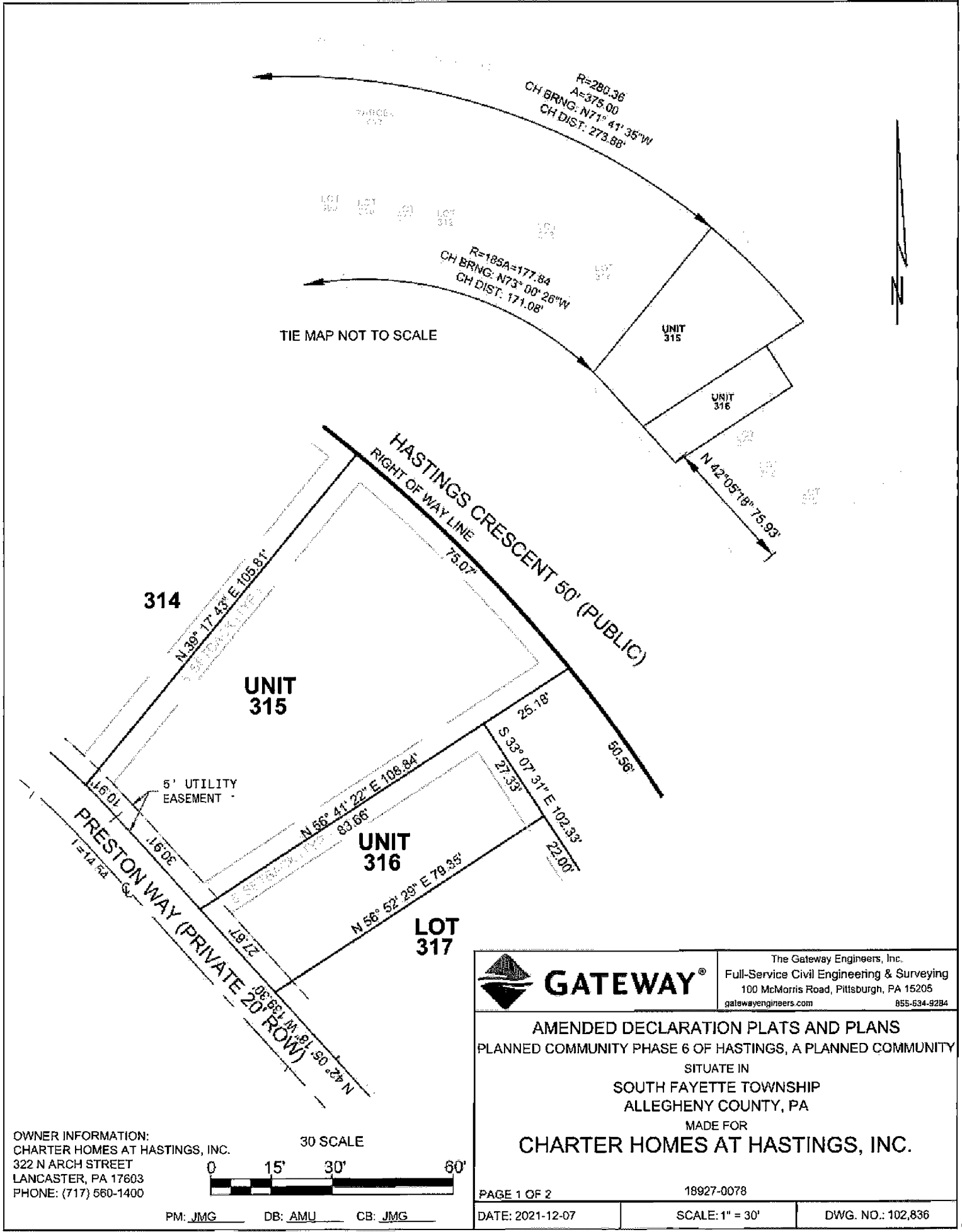
**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

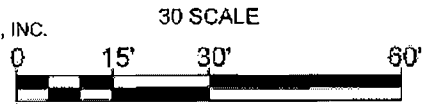
ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit No. 315** and **Unit No. 316**, together with any Limited Common Elements appurtenant thereto as more particularly described in the Declaration, bounded and described as Planned Community Phase 6 (as distinguished from any Subdivision or Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**


The Amended Declaration Plats and Plans Planned Community Phase 6 for Hastings, a Planned Community, dated December 7, 2021, consisting of a total of two (2) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 6 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 and 5 recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433 and Sixth Amendment recorded at Book DE, Volume 18656, Page 492 are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent shown on the attached plats and plans for Planned Community Phase 6. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.



OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 580-1400



PM: JMG DB: AMU CB: JMG

 <b>GATEWAY</b> <sup>®</sup>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS</b> PLANNED COMMUNITY PHASE 6 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>

PAGE 1 OF 2  
 DATE: 2021-12-07  
 18927-0078  
 SCALE: 1" = 30'  
 DWG. NO.: 102,836

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NOTES:

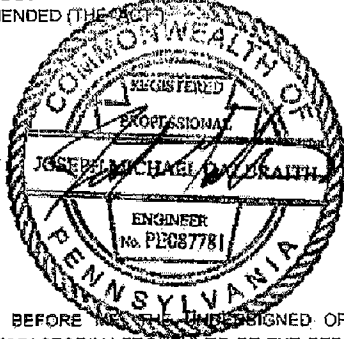
1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE SEVENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. DETAILS OF PLANNED COMMUNITY PHASE 6, WHICH PHASE IS BEING CREATED AS PERMITTED BY THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA C.S. 5101, ET. SEQ. (AS AMENDED, THE "ACT") AND IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE, ARE DEPICTED HEREON.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4 AND 5 RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, AND SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492 ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. PLANNED COMMUNITY PHASE 6 CONSISTS OF UNITS 315 AND 316 ("APPLICABLE UNITS").
5. THE LOCATION AND DIMENSIONS OF THE APPLICABLE UNITS ARE AS SHOWN ON THIS PLAT.
6. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN PLANNED COMMUNITY PHASE 6 SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, AND 5 THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
7. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF PLANNED COMMUNITY PHASE 6 SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
8. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.

CERTIFICATION

THE UNDERSIGNED, JOSEPH M. GALBRAITH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE087781), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF TWO (2) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE ACT).

*Joseph M. Galbraith*  
 JOSEPH M. GALBRAITH  
 DATE: 2021-12-09

[SEAL]



COMMONWEALTH OF PENNSYLVANIA :  
 COUNTY OF Allegheny SS.

ON THIS, THE 9<sup>th</sup> DAY OF December, 2021, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOSEPH M. GALBRAITH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

*Sharon D. Asbury*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/8/22

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
 Sharon D. Asbury, Notary Public  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 6 OF HASTINGS, A PLANNED COMMUNITY

SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 2 OF 2	18927-0078
DATE: 2021-12-07	SCALE: N.T.S. DWG. NO.: 102,836

PM: JMG DB: AMU CB: JMG

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## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1</b>			
101	A	0.4385	1
102	A	0.4385	1
103	A	0.4385	1
104	A	0.4385	1
105	A	0.4385	1
106	A	0.4385	1
107	A	0.4385	1
108	A	0.4385	1
109	A	0.4385	1
110	A	0.4385	1
111	A	0.4385	1
112	A	0.4385	1
113	A	0.4385	1
114	A	0.4385	1
115	A	0.4385	1
116	A	0.4385	1
117	A	0.4385	1
118	A	0.4385	1
119	A	0.4385	1
120	A	0.4385	1
121	A	0.4385	1
122	A	0.4385	1
123	A	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	0.4385	1
125	A	0.4385	1
126	A	0.4385	1
127	C	0.4385	1
128	C	0.4385	1
129	C	0.4385	1
130	C	0.4385	1
131	C	0.4385	1
132	C	0.4385	1
133	B	0.4385	1
134	B	0.4385	1
135	B	0.4385	1
136	B	0.4385	1
137	B	0.4385	1
138	B	0.4385	1
139	B	0.4385	1
140	B	0.4385	1
141	B	0.4385	1
142	B	0.4385	1
143	B	0.4385	1
144	B	0.4385	1
145	B	0.4385	1
146	B	0.4385	1
147	B	0.4385	1
148	B	0.4385	1
149	B	0.4385	1
150	B	0.4385	1
151	B	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
152	B	0.4385	1
153	B	0.4385	1
154	B	0.4385	1
155	B	0.4385	1
156	B	0.4385	1
161	B	0.4385	1
162	B	0.4385	1
163	B	0.4385	1
164	B	0.4385	1
165	B	0.4385	1
166	B	0.4385	1
167	B	0.4385	1
168	B	0.4385	1
169	B	0.4385	1
170	B	0.4385	1
171	B	0.4385	1
172	B	0.4385	1
173	B	0.4385	1
174	B	0.4385	1
175	B	0.4385	1
176	B	0.4385	1
177	B	0.4385	1
178	B	0.4385	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.4385	1
182-R	B	0.4385	1
183-R	B	0.4385	1
184-R	B	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
189	C	0.4385	1
190	C	0.4385	1
191	C	0.4385	1
192	C	0.4385	1
193	C	0.4385	1
194	C	0.4385	1
195	C	0.4385	1
196	C	0.4385	1
197	C	0.4385	1
198	C	0.4385	1
199-R	B	0.4385	1
200-R	B	0.4385	1
201-R	B	0.4385	1
202-R	B	0.4385	1
203-R	B	0.4385	1
204-R	B	0.4385	1
205-R	B	0.4385	1
206-R	B	0.4385	1
207-R	B	0.4385	1
208-R	B	0.4385	1
209-R	B	0.4385	1
210-R	B	0.4385	1
211-R	B	0.4385	1
212-R	B	0.4385	1
213-A-R	B	0.4385	1
213-B-R	B	0.4385	1
213-C-R	B	0.4385	1
213-D-R	B	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
213-E-R	B	0.4385	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.4385	1
215	A	0.4385	1
216	A	0.4385	1
217	A	0.4385	1
218	A	0.4385	1
219	A	0.4385	1
220	A	0.4385	1
221	A	0.4385	1
222	A	0.4385	1
223	A	0.4385	1
224	A	0.4385	1
225	A	0.4385	1
226	A	0.4385	1
227	A	0.4385	1
228	A	0.4385	1
229	A	0.4385	1
230	A	0.4385	1
231	A	0.4385	1
232	A	0.4385	1
233	A	0.4385	1
234	A	0.4385	1
235	A	0.4385	1
236	A	0.4385	1
237	A	0.4385	1
238	A	0.4385	1
239	A	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
240	A	0.4385	1
241	A	0.4385	1
242	A	0.4385	1
243	C	0.4385	1
244	C	0.4385	1
245	C	0.4385	1
246	C	0.4385	1
247	C	0.4385	1
248	C	0.4385	1
250	C	0.4385	1
251	C	0.4385	1
252	C	0.4385	1
253	C	0.4385	1
254	C	0.4385	1
255	C	0.4385	1
256	C	0.4385	1
257	C	0.4385	1
258	C	0.4385	1
259	C	0.4385	1
260	B	0.4385	1
261	B	0.4385	1
262	B	0.4385	1
263	B	0.4385	1
264	B	0.4385	1
265	B	0.4385	1
266	B	0.4385	1
267	B	0.4385	1
268	B	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
269	B	0.4385	1
270	B	0.4385	1
271	B	0.4385	1
272	B	0.4385	1
273	B	0.4385	1
274	B	0.4385	1
275	B	0.4385	1
276	B	0.4385	1
277	B	0.4385	1
278	B	0.4385	1
279	B	0.4385	1
280-A	D	0.4385	1
280-B	D	0.4385	1
280-C	D	0.4385	1
280-D	D	0.4385	1
280-E	D	0.4385	1
280-F	D	0.4385	1
280-G	D	0.4385	1
280-H	D	0.4385	1
281-A	D	0.4385	1
281-B	D	0.4385	1
281-C	D	0.4385	1
281-D	D	0.4385	1
281-E	D	0.4385	1
281-F	D	0.4385	1
281-G	D	0.4385	1
281-H	D	0.4385	1
282	B	0.4385	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
283	B	0.4385	1
284	B	0.4385	1
285	B	0.4385	1
286	B	0.4385	1
287	B	0.4385	1
288	B	0.4385	1
289	B	0.4385	1
290	B	0.4385	1
291	B	0.4385	1
292	B	0.4385	1
293	B	0.4385	1
294	B	0.4385	1
295	B	0.4385	1
296	B	0.4385	1
297	B	0.4385	1
298	B	0.4385	1
299	B	0.4385	1
300	B	0.4385	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	0.4385	1
401-B	E	0.4385	1
401-C	E	0.4385	1
401-D	E	0.4385	1
401-E	E	0.4385	1
401 -F	E	0.4385	1
402-A	E	0.4385	1
402-B	E	0.4385	1
402-C	E	0.4385	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
402-A	E	0.4385	1
402-B	E	0.4385	1
402-C	E	0.4385	1
402-D	E	0.4385	1
402-E	E	0.4385	1
402-F	E	0.4385	1
403-A	E	0.4385	1
403-B	E	0.4385	1
403-C	E	0.4385	1
403-D	E	0.4385	1
403-E	E	0.4385	1
403-F	E	0.4385	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	0.4385	1
<b>New Planned Community Phase 6</b>			
315	A	0.4385	1
316	B	0.4385	1
<b>Total Units – 228</b>		<b>99.9%</b>	<b>228</b>

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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2022-3133  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: January 31, 2022  
Recorded At: 12:53:55 pm  
Number of Pages:21  
Book-VI/Pg: Bk-DE VI-18773 Pg-286  
Recording Fee: \$181.75  
Parties:  
CHARTER HOMES AT HASTINGS INC  
CHARTER HOMES AT HASTINGS INC  
Receipt Number: 4070257  
Processed By: Joanna Clark

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

492337

DRE Certified  
27-Jan-2022 12:50P\Int By: A G

Parent Parcel No. 480-P-1 (Phase 1)

Prepared by and return to:  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

NOTE TO RECORDER'S OFFICE:  
Pursuant to Section 5219(c) of the  
Pennsylvania Uniform Planned  
Community Act, please index this  
Amendment in the name of "Hastings, A  
Planned Community" in both the Grantor  
and Grantee indexes

**EIGHTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Eighth Amendment (this "Amendment") is made as of this 26<sup>th</sup> day of January 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, and a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred twenty-eight (228).

D. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to two hundred forty (240).

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying numbers to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By: *Anthony Faranda-Diedrich*  
Name: Anthony Faranda-Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lancaster : SS:

On this, the 26<sup>th</sup> day of January, 2022, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda-Diedrich who acknowledged himself/herself to be the Authorized Signatory of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such officer.

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

*Cynthia K. Lucci*  
Notary Public

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

My commission expires: April 19, 2024

**EXHIBIT A**

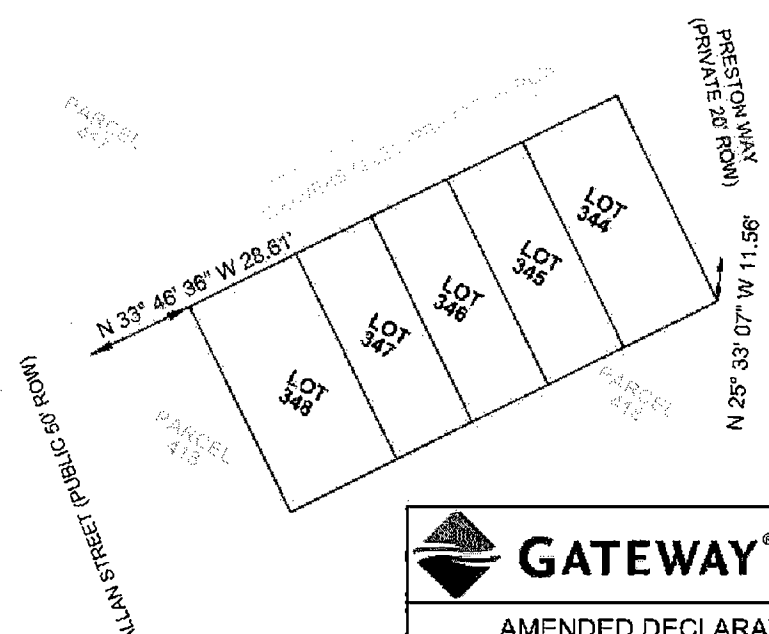
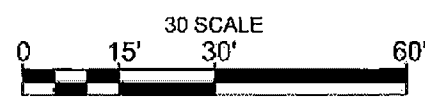
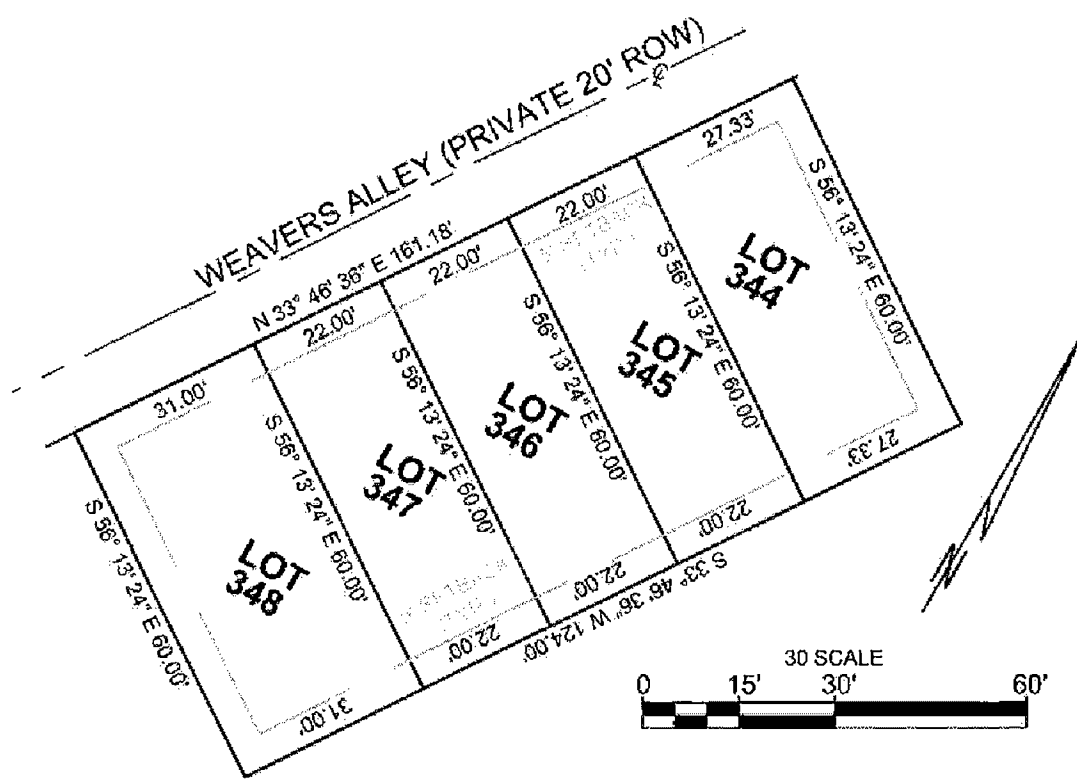
**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 344 – 348, inclusive; 354; 361; and 367– 371, inclusive**, together with any Limited Common Elements appurtenant thereto as more particularly described in the Declaration, bounded and described as Planned Community Phase 7 (as distinguished from any Subdivision or Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.



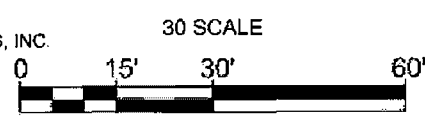
**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans Planned Community Phase 7 for Hastings, a Planned Community, dated January 26, 2022, consisting of a total of four (4) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 7 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, and 6 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, and Seventh Amendment recorded at Book DE, Volume 18718, Page 376 are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent shown on the attached plats and plans for Planned Community Phase 7. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.




TIE MAP NOT TO SCALE

OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 560-1400



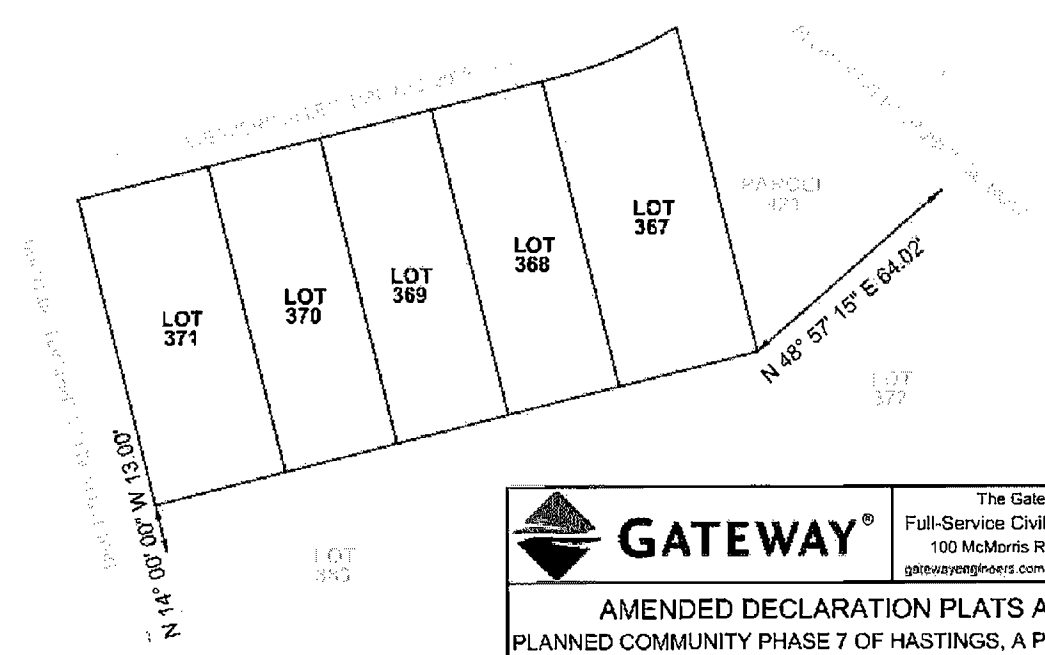
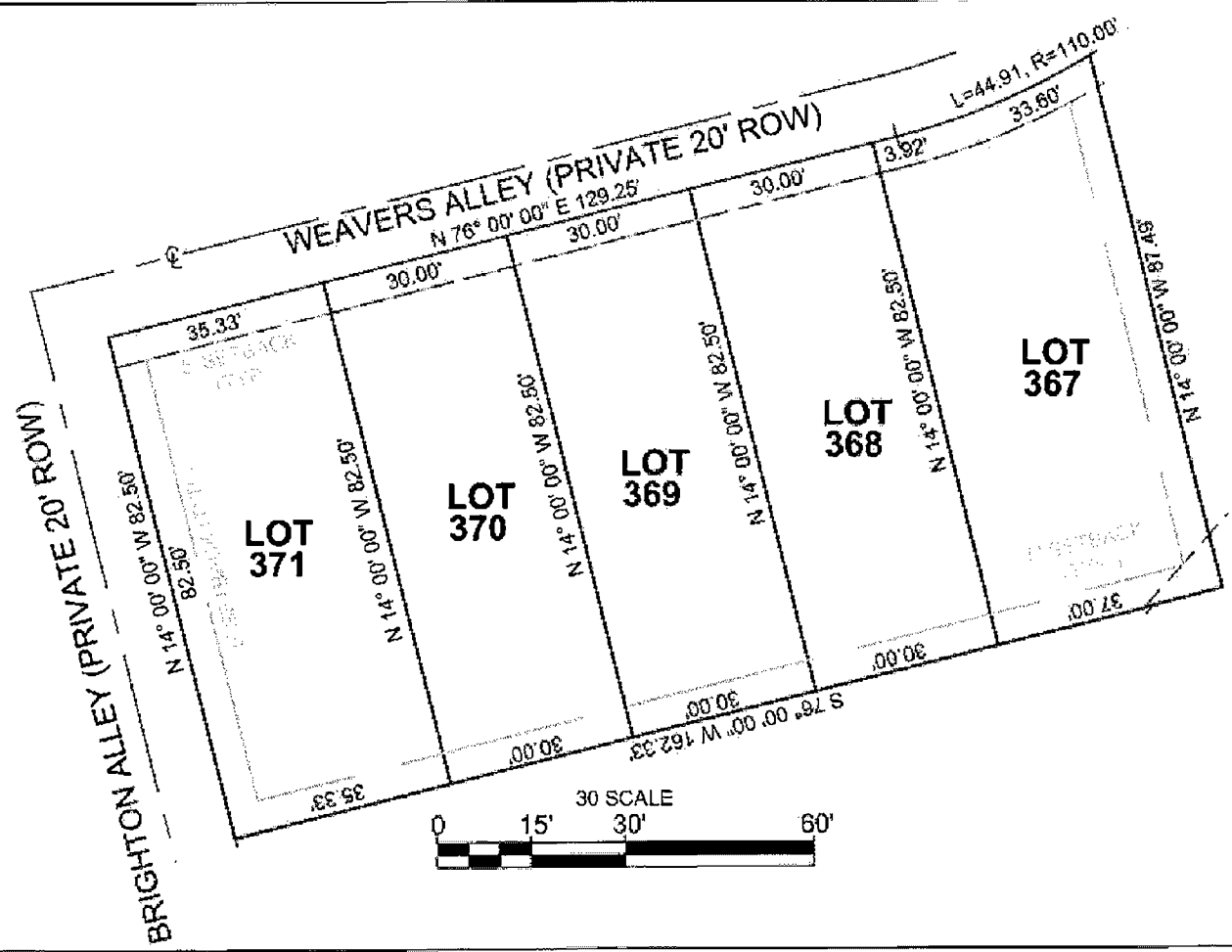
PM: JMG DB: AMU CB: JMG

 <b>GATEWAY®</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 7 OF HASTINGS, A PLANNED COMMUNITY

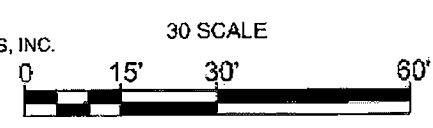
SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 1 OF 4	18927-0078
DATE: 2022-01-26	SCALE: 1" = 30'
	DWG. NO.: 102,836






OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 560-1400



PM: JMG DB: AMU CB: JMG

 <b>GATEWAY®</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284	
	<b>AMENDED DECLARATION PLATS AND PLANS</b> PLANNED COMMUNITY PHASE 7 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 3 OF 4 DATE: 2022-01-26	18927-0078 SCALE: 1" = 30'	DWG. NO.: 102,836

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NOTES:

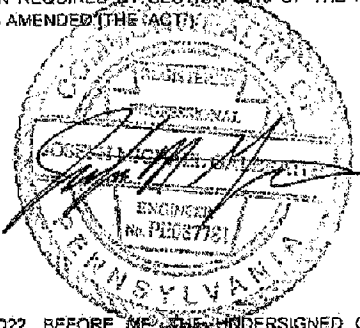
1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE EIGHTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. DETAILS OF PLANNED COMMUNITY PHASE 7, WHICH PHASE IS BEING CREATED AS PERMITTED BY THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA C.S. 5101, ET. SEQ. (AS AMENDED, THE "ACT") AND IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE, ARE DEPICTED HEREON.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, AND 6 RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, AND SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376 ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. PLANNED COMMUNITY PHASE 7 CONSISTS OF UNITS 344-348; 354; 361; 367-371 ("APPLICABLE UNITS").
5. THE LOCATION AND DIMENSIONS OF THE APPLICABLE UNITS ARE AS SHOWN ON THIS PLAT.
6. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN PLANNED COMMUNITY PHASE 7 SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, AND 6 THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
7. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF PLANNED COMMUNITY PHASE 7 SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
8. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.

CERTIFICATION

THE UNDERSIGNED, JOSEPH M. GALBRAITH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE087781), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF TWO (2) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

*Joseph M. Galbraith*  
 JOSEPH M. GALBRAITH  
 DATE: 2022-01-27

[SEAL]



COMMONWEALTH OF PENNSYLVANIA :  
 SS.  
 COUNTY OF \_\_\_\_\_ :

ON THIS, THE 27<sup>th</sup> DAY OF January, 2022, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOSEPH M. GALBRAITH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

*Shanin D. Asbury*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: November 8, 2022

Commonwealth of Pennsylvania - Notary Seal  
 Shanin D. Asbury, Notary Public  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries

[SEAL]

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284	
	<b>AMENDED DECLARATION PLATS AND PLANS</b> <b>PLANNED COMMUNITY PHASE 7 OF HASTINGS, A PLANNED COMMUNITY</b> SITUATE IN <b>SOUTH FAYETTE TOWNSHIP</b> <b>ALLEGHENY COUNTY, PA</b> MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 4 OF 4	18927-0078	
DATE: 2022-01-26	SCALE: N.T.S.	DWG. NO.: 102,836

PM: JMG DB: AMU CB: JMG

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## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1</b>			
101	A	0.4166	1
102	A	0.4166	1
103	A	0.4166	1
104	A	0.4166	1
105	A	0.4166	1
106	A	0.4166	1
107	A	0.4166	1
108	A	0.4166	1
109	A	0.4166	1
110	A	0.4166	1
111	A	0.4166	1
112	A	0.4166	1
113	A	0.4166	1
114	A	0.4166	1
115	A	0.4166	1
116	A	0.4166	1
117	A	0.4166	1
118	A	0.4166	1
119	A	0.4166	1
120	A	0.4166	1
121	A	0.4166	1
122	A	0.4166	1
123	A	0.4166	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	0.4166	1
125	A	0.4166	1
126	A	0.4166	1
127	C	0.4166	1
128	C	0.4166	1
129	C	0.4166	1
130	C	0.4166	1
131	C	0.4166	1
132	C	0.4166	1
133	B	0.4166	1
134	B	0.4166	1
135	B	0.4166	1
136	B	0.4166	1
137	B	0.4166	1
138	B	0.4166	1
139	B	0.4166	1
140	B	0.4166	1
141	B	0.4166	1
142	B	0.4166	1
143	B	0.4166	1
144	B	0.4166	1
145	B	0.4166	1
146	B	0.4166	1
147	B	0.4166	1
148	B	0.4166	1
149	B	0.4166	1
150	B	0.4166	1
151	B	0.4166	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
152	B	0.4166	1
153	B	0.4166	1
154	B	0.4166	1
155	B	0.4166	1
156	B	0.4166	1
161	B	0.4166	1
162	B	0.4166	1
163	B	0.4166	1
164	B	0.4166	1
165	B	0.4166	1
166	B	0.4166	1
167	B	0.4166	1
168	B	0.4166	1
169	B	0.4166	1
170	B	0.4166	1
171	B	0.4166	1
172	B	0.4166	1
173	B	0.4166	1
174	B	0.4166	1
175	B	0.4166	1
176	B	0.4166	1
177	B	0.4166	1
178	B	0.4166	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.4166	1
182-R	B	0.4166	1
183-R	B	0.4166	1
184-R	B	0.4166	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
189	C	0.4166	1
190	C	0.4166	1
191	C	0.4166	1
192	C	0.4166	1
193	C	0.4166	1
194	C	0.4166	1
195	C	0.4166	1
196	C	0.4166	1
197	C	0.4166	1
198	C	0.4166	1
199-R	B	0.4166	1
200-R	B	0.4166	1
201-R	B	0.4166	1
202-R	B	0.4166	1
203-R	B	0.4166	1
204-R	B	0.4166	1
205-R	B	0.4166	1
206-R	B	0.4166	1
207-R	B	0.4166	1
208-R	B	0.4166	1
209-R	B	0.4166	1
210-R	B	0.4166	1
211-R	B	0.4166	1
212-R	B	0.4166	1
213-A-R	B	0.4166	1
213-B-R	B	0.4166	1
213-C-R	B	0.4166	1
213-D-R	B	0.4166	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
213-E-R	B	0.4166	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.4166	1
215	A	0.4166	1
216	A	0.4166	1
217	A	0.4166	1
218	A	0.4166	1
219	A	0.4166	1
220	A	0.4166	1
221	A	0.4166	1
222	A	0.4166	1
223	A	0.4166	1
224	A	0.4166	1
225	A	0.4166	1
226	A	0.4166	1
227	A	0.4166	1
228	A	0.4166	1
229	A	0.4166	1
230	A	0.4166	1
231	A	0.4166	1
232	A	0.4166	1
233	A	0.4166	1
234	A	0.4166	1
235	A	0.4166	1
236	A	0.4166	1
237	A	0.4166	1
238	A	0.4166	1
239	A	0.4166	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
240	A	0.4166	1
241	A	0.4166	1
242	A	0.4166	1
243	C	0.4166	1
244	C	0.4166	1
245	C	0.4166	1
246	C	0.4166	1
247	C	0.4166	1
248	C	0.4166	1
250	C	0.4166	1
251	C	0.4166	1
252	C	0.4166	1
253	C	0.4166	1
254	C	0.4166	1
255	C	0.4166	1
256	C	0.4166	1
257	C	0.4166	1
258	C	0.4166	1
259	C	0.4166	1
260	B	0.4166	1
261	B	0.4166	1
262	B	0.4166	1
263	B	0.4166	1
264	B	0.4166	1
265	B	0.4166	1
266	B	0.4166	1
267	B	0.4166	1
268	B	0.4166	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
269	B	0.4166	1
270	B	0.4166	1
271	B	0.4166	1
272	B	0.4166	1
273	B	0.4166	1
274	B	0.4166	1
275	B	0.4166	1
276	B	0.4166	1
277	B	0.4166	1
278	B	0.4166	1
279	B	0.4166	1
280-A	D	0.4166	1
280-B	D	0.4166	1
280-C	D	0.4166	1
280-D	D	0.4166	1
280-E	D	0.4166	1
280-F	D	0.4166	1
280-G	D	0.4166	1
280-H	D	0.4166	1
281-A	D	0.4166	1
281-B	D	0.4166	1
281-C	D	0.4166	1
281-D	D	0.4166	1
281-E	D	0.4166	1
281-F	D	0.4166	1
281-G	D	0.4166	1
281-H	D	0.4166	1
282	B	0.4166	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
283	B	0.4166	1
284	B	0.4166	1
285	B	0.4166	1
286	B	0.4166	1
287	B	0.4166	1
288	B	0.4166	1
289	B	0.4166	1
290	B	0.4166	1
291	B	0.4166	1
292	B	0.4166	1
293	B	0.4166	1
294	B	0.4166	1
295	B	0.4166	1
296	B	0.4166	1
297	B	0.4166	1
298	B	0.4166	1
299	B	0.4166	1
300	B	0.4166	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	0.4166	1
401-B	E	0.4166	1
401-C	E	0.4166	1
401-D	E	0.4166	1
401-E	E	0.4166	1
401 -F	E	0.4166	1
402-A	E	0.4166	1
402-B	E	0.4166	1
402-C	E	0.4166	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
402-D	E	0.4166	1
402-E	E	0.4166	1
402-F	E	0.4166	1
403-A	E	0.4166	1
403-B	E	0.4166	1
403-C	E	0.4166	1
403-D	E	0.4166	1
403-E	E	0.4166	1
403-F	E	0.4166	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	0.4166	1
<b>Existing Planned Community Phase 6</b>			
315	A	0.4166	1
316	B	0.4166	1
<b>New Planned Community Phase 7</b>			
344	B	0.4166	1
345	B	0.4166	1
346	B	0.4166	1
347	B	0.4166	1
348	B	0.4166	1
354	B	0.4166	1
361	B	0.4166	1
367	B	0.4166	1
368	B	0.4166	1
369	B	0.4166	1
370	B	0.4166	1
371	B	0.4166	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
Total Units – 240		99.9%	240

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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2022-6012  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: February 28, 2022  
Recorded At: 12:27:24 pm  
Number of Pages:23  
Book-VI/Pg: Bk-DE VI-18803 Pg-477  
Recording Fee: \$181.75  
Parties:  
CHARTER HOMES AT HASTINGS INC  
CHARTER HOMES AT HASTINGS INC  
Receipt Number: 4082929  
Processed By: Maureen Ward-Davis

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive



**495571**

DRE Certified

24-Feb-2022 12:23P\Int By: T G

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**  
Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**  
Pursuant to Section 5219(c) of the  
Pennsylvania Uniform Planned  
Community Act, please index this  
Amendment in the name of "Hastings, A  
Planned Community" in both the Grantor  
and Grantee indexes

**NINTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Ninth Amendment (this "Amendment") is made as of this 18 day of  
February, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation  
("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and  
Establishment of Neighborhood Association for Hastings, A Planned Community in South  
Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded  
on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's  
Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached  
thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted  
to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101  
et seq., as amended (the "Act") certain real estate located in South Fayette Township,  
Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created  
a flexible planned community known as "Hastings, A Planned Community" (the "Community"),  
initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate boundaries between Units created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, and a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred forty (240).

E. Declarant now desires to exercise its Conversion Rights and its Boundary Relocation Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units

in the Community to two hundred fifty-two (252) and to amend the boundaries surrounding **Unit Nos. 361; 354; and 344 – 348, inclusive**, as depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the "Amended Unit Boundaries").

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying numbers to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The Amended Unit Boundaries are hereby amended as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By: *Diane Dostich*  
Name: Diane Dostich  
Title: Vice President

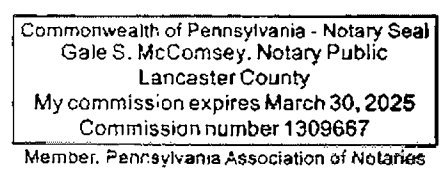
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lancaster : SS:  
:

On this, the 18 day of February, 2022, before me, a Notary Public, the undersigned officer, personally appeared Diane Dostich, who acknowledged himself/herself to be the Vice President of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such officer.

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

*Gale S. McComsey*  
Notary Public

(SEAL)



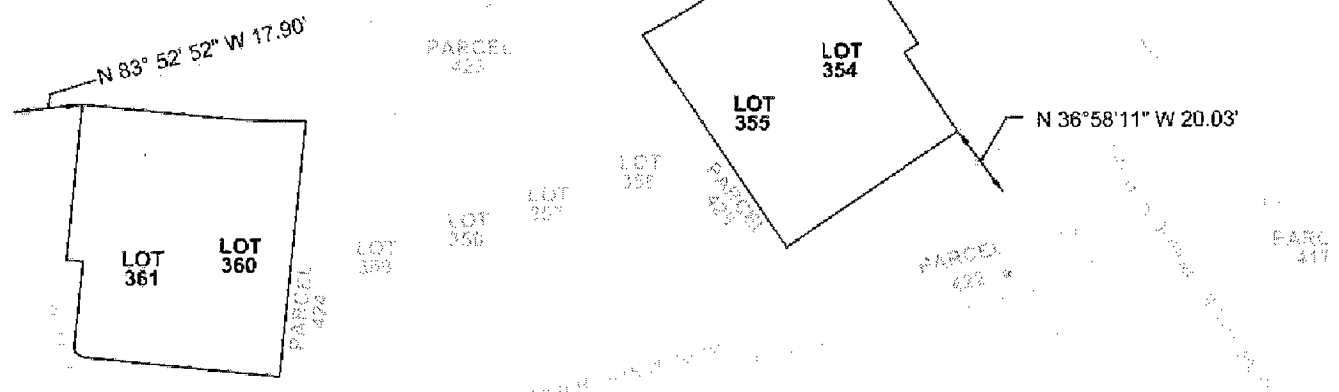
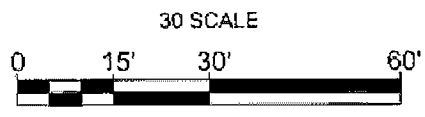
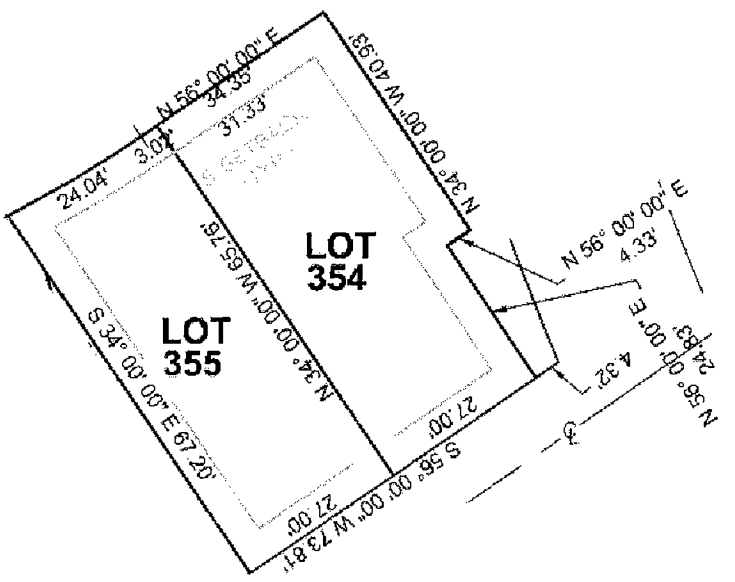
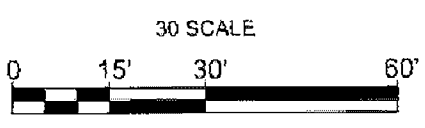
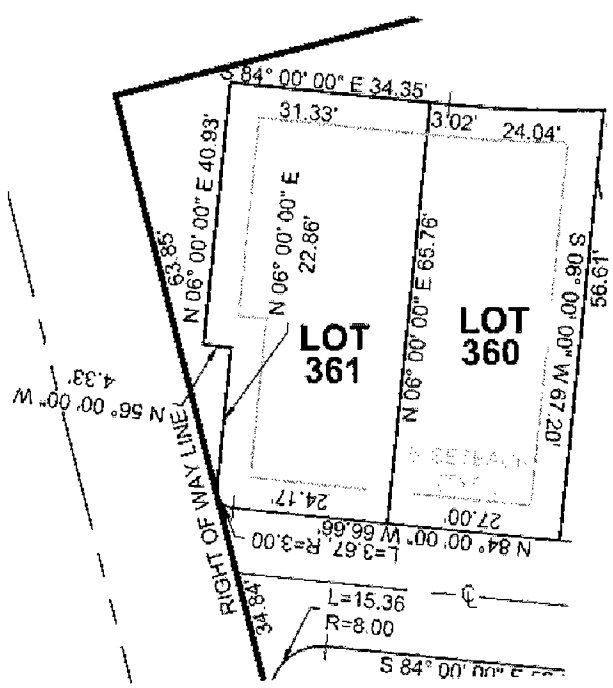
My commission expires: March 30, 2025

**EXHIBIT A****LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 355 – 360, inclusive; and 338 – 343, inclusive**, together with any Limited Common Elements appurtenant thereto as more particularly described in the Declaration bounded and described as Planned Community Phase 8 (as distinguished from any Subdivision or Land Development Phase), and any portion of these **Unit Nos. 361; 354; and 344 – 348, inclusive** now included as part of the Amended Unit Boundaries, to the extent not previously converted, all as set forth on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

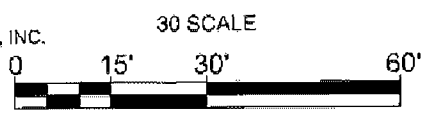
**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans Planned Community Phase 8 for Hastings, a Planned Community, dated February 15, 2022, consisting of a total of six (6) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 8 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6 and 7 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, and Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286 are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent shown on the attached plats and plans for Planned Community Phase 8. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.




TIE MAP NOT TO SCALE

OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 560-1400



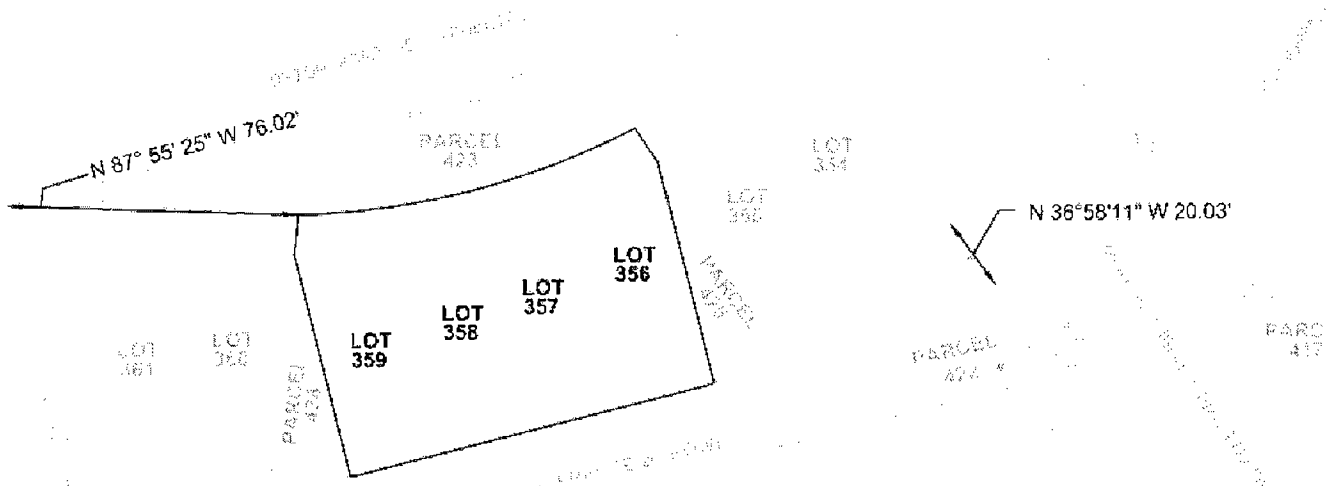
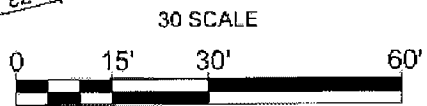
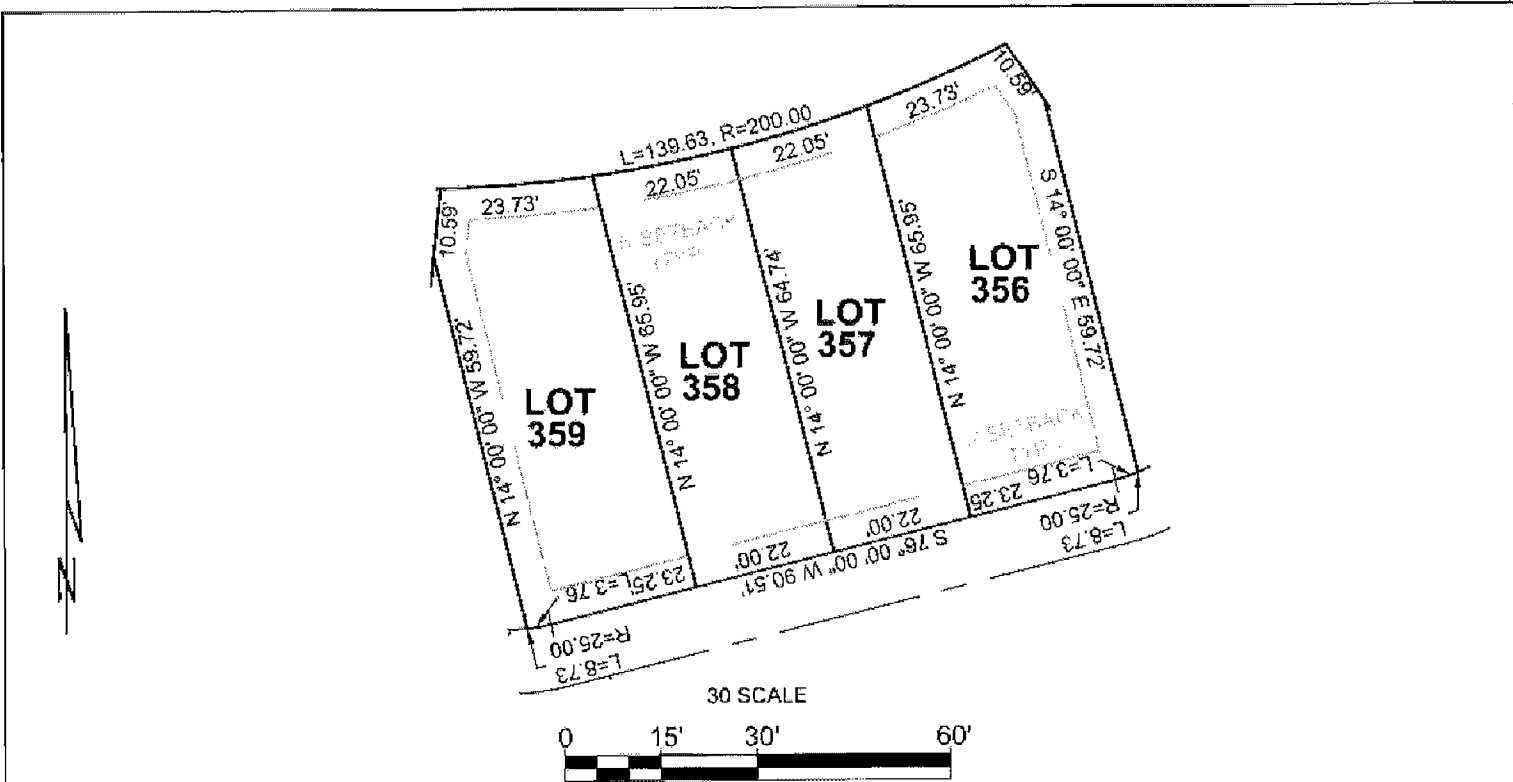
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 <b>GATEWAY</b> <sup>®</sup>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-0284
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**AMENDED DECLARATION PLATS AND PLANS**  
**PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY**  
 SITUATE IN  
**SOUTH FAYETTE TOWNSHIP**  
**ALLEGHENY COUNTY, PA**  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

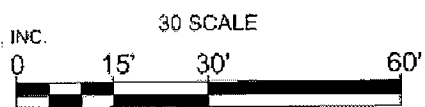
PAGE 1 OF 6	18927-0078
DATE: 2022-02-15	SCALE: 1" = 30'
DWG. NO.: 102.836	

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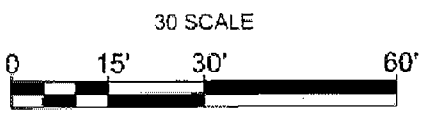
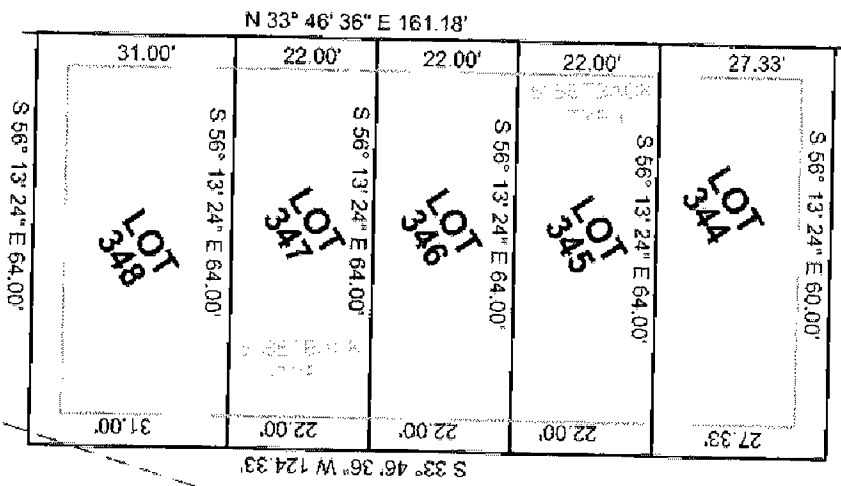


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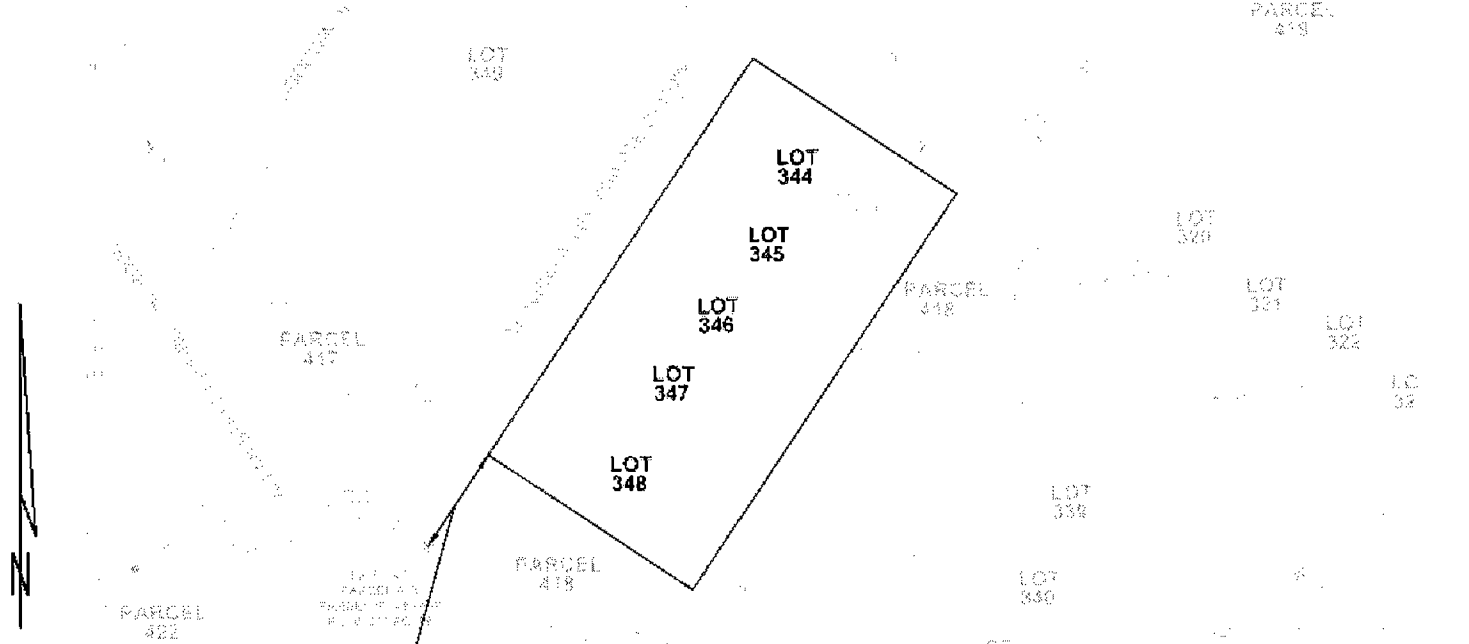
 <b>GATEWAY</b> <sup>®</sup>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 853-634-9284	
	<b>AMENDED DECLARATION PLATS AND PLANS</b> PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 2 OF 6 DATE: 2022-02-15	18927-0078 SCALE: 1" = 30'	DWG. NO.: 102,836



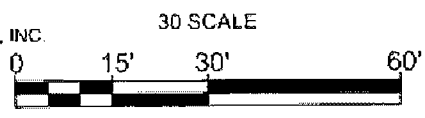
WEAVERS ALLEY (PRIVATE 20' ROW)



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N 33° 46' 36" E 28.61'



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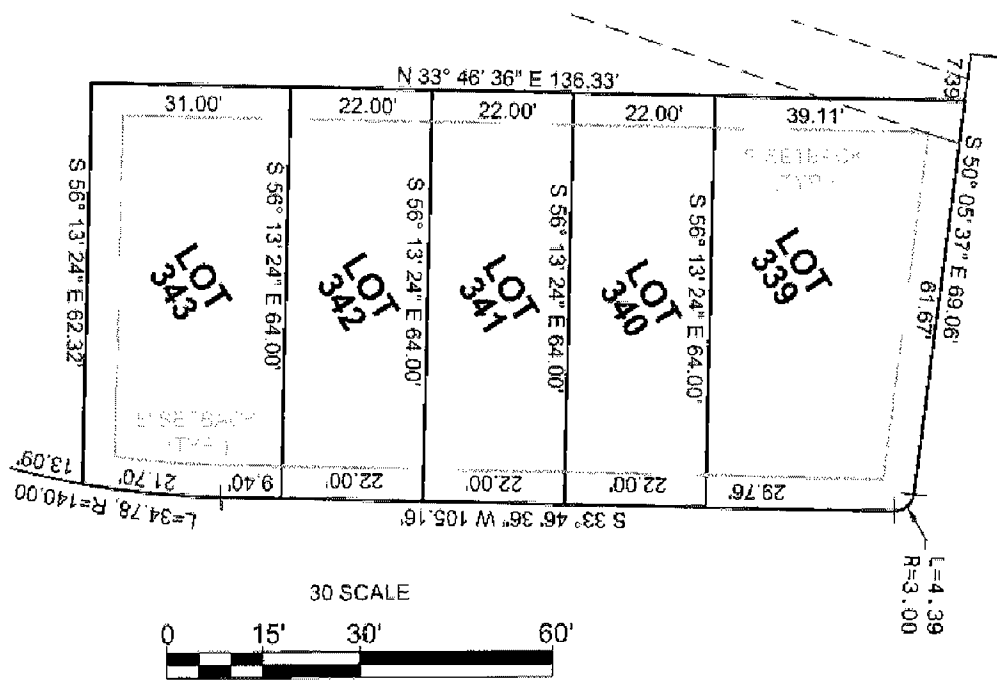
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 <b>GATEWAY</b> <sup>®</sup>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284	
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY	

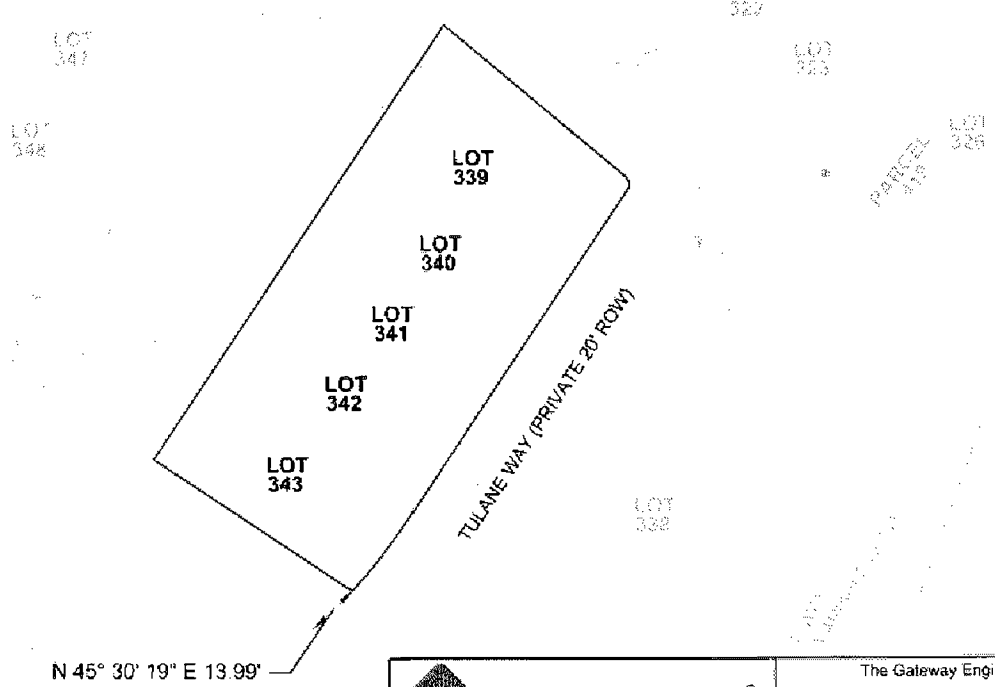
SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 3 OF 6	18927-0078
DATE: 2022-02-15	SCALE: 1" = 30'
	DWG. NO.: 102,836

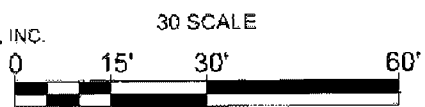
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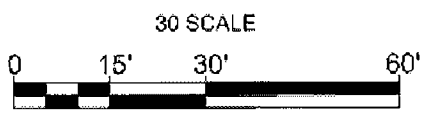
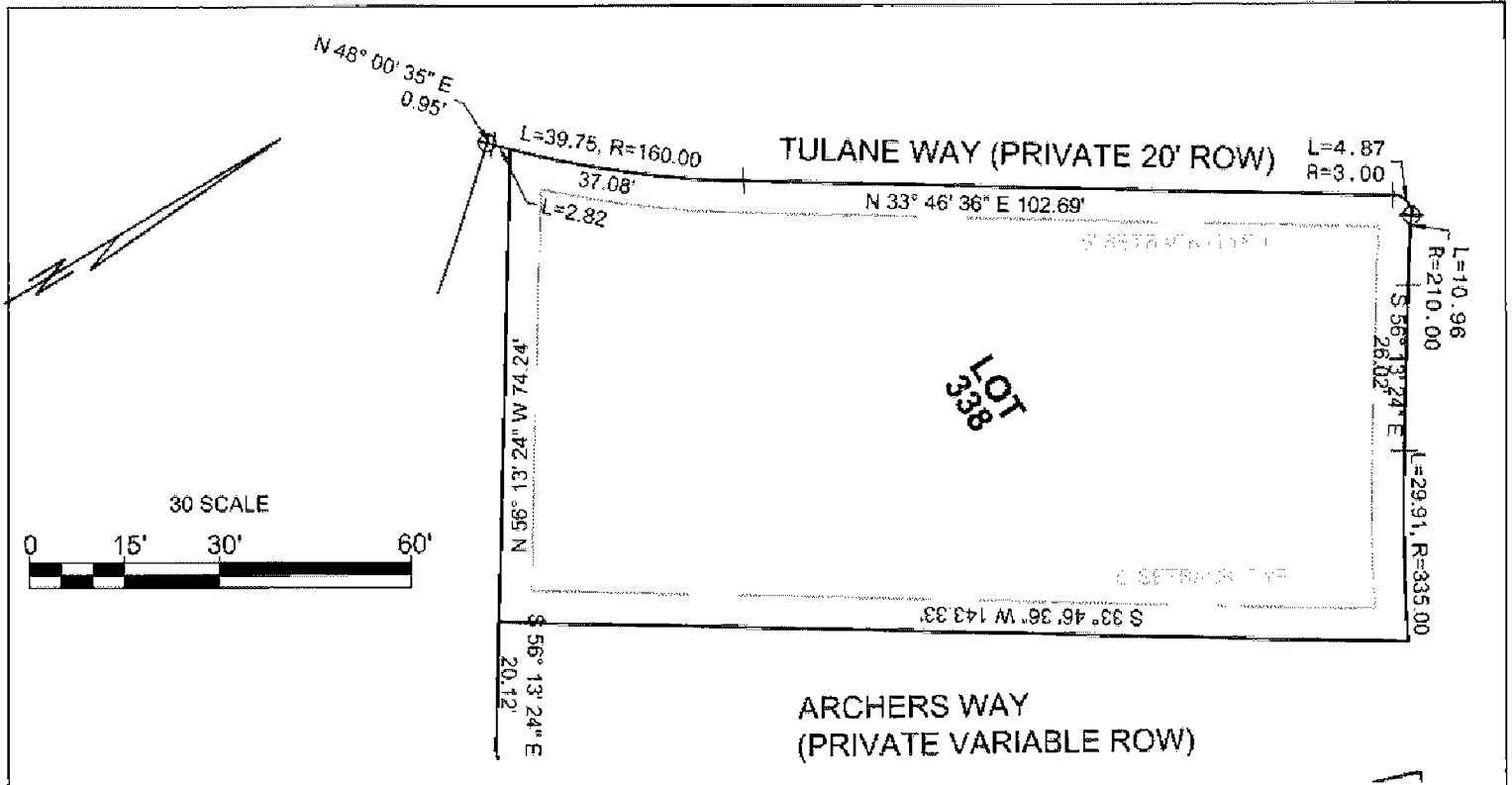
OWNER INFORMATION:  
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 322 N ARCH STREET  
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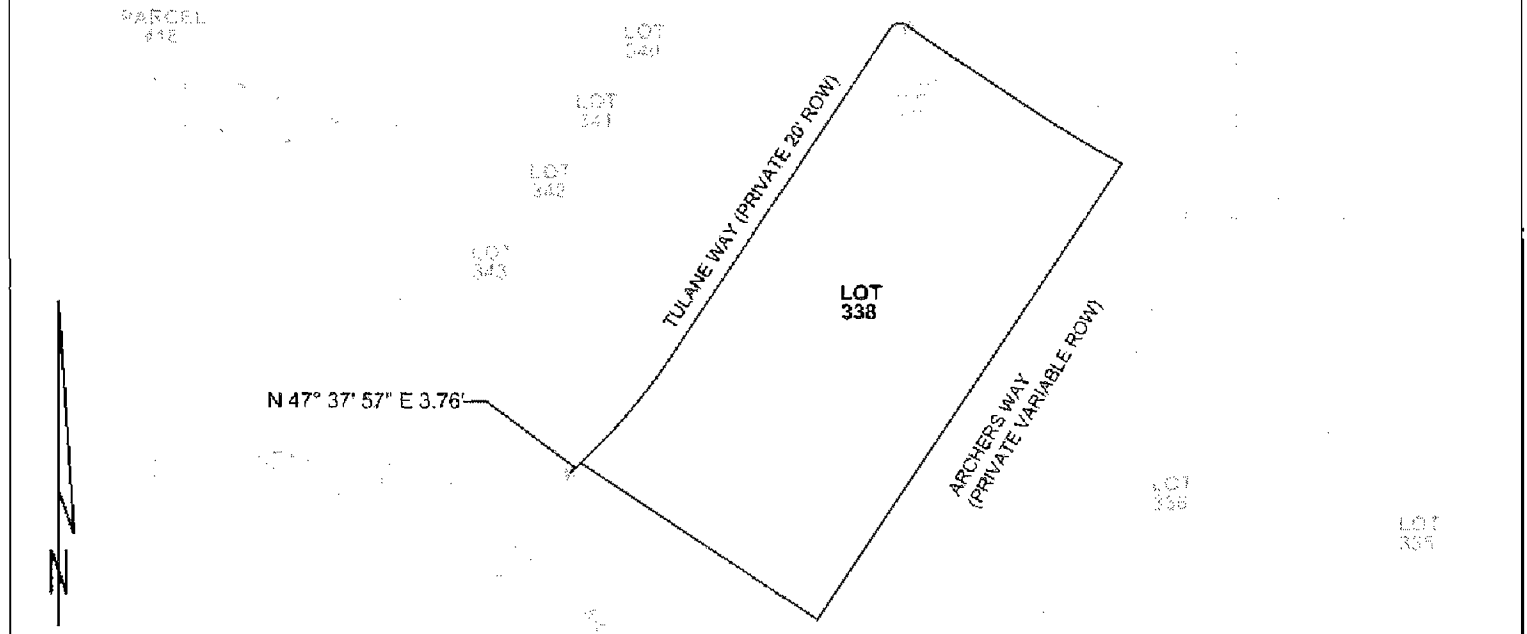
 <b>GATEWAY</b> <sup>®</sup>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMarris Road, Pittsburgh, PA 15205 gatewayengineers.com 655-634-9284	
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 4 OF 6	18927-0078	
DATE: 2022-02-15	SCALE: 1" = 30'	DWG. NO.: 102,836

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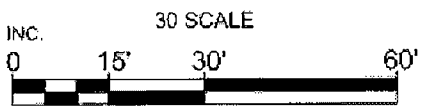


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PARCEL #12



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	<b>AMENDED DECLARATION PLATS AND PLANS</b> PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 5 OF 6	18927-0078	
DATE: 2022-02-15	SCALE: 1" = 30'	DWG. NO.: 102,836

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NOTES:

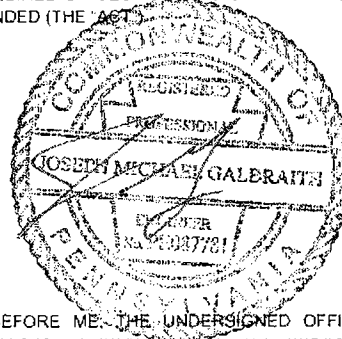
1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE NINTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. DETAILS OF PLANNED COMMUNITY PHASE 8, WHICH PHASE IS BEING CREATED AS PERMITTED BY THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA C.S. 5101, ET. SEQ. (AS AMENDED, THE "ACT") AND IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE, ARE DEPICTED HEREON.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, AND 7 RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, AND EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. PLANNED COMMUNITY PHASE 8 CONSISTS OF UNITS 338-343, INCLUSIVE AND 355-360, INCLUSIVE ("APPLICABLE UNITS").
5. THE LOCATION AND DIMENSIONS OF THE APPLICABLE UNITS ARE AS SHOWN ON THIS PLAT.
6. THE DIMENSIONS AND LOCATIONS OF UNITS 344-348, INCLUSIVE, 354 AND 361 AS SET FORTH ON THIS AMENDED DECLARATION PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY, HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF THE FOREGOING UNITS AS SET FORTH ON THE PRIOR PLATS AND PLANS SUCH THAT THE DIMENSIONS AND LOCATIONS OF SUCH UNITS SET FORTH HEREON SHALL CONTROL.
7. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN PLANNED COMMUNITY PHASE 8 SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, AND 7 THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
8. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF PLANNED COMMUNITY PHASE 8 SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
9. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.

CERTIFICATION

THE UNDERSIGNED, JOSEPH M. GALBRAITH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE087781), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF SIX (6) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

*Joseph M. Galbraith*  
 JOSEPH M. GALBRAITH  
 DATE: 02-18-2022

(SEAL)



COMMONWEALTH OF PENNSYLVANIA :  
 SS.  
 COUNTY OF Allegheny

ON THIS, THE 18<sup>th</sup> DAY OF February, 2022, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOSEPH M. GALBRAITH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Commonwealth of Pennsylvania - Notary Seal  
 Shanin D. Asbury, Notary Public  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries

*Shanin D. Asbury*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: Nov. 8, 2022  
 (SEAL)

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284	
	<b>AMENDED DECLARATION PLATS AND PLANS</b> PLANNED COMMUNITY PHASE 8 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 6 OF 6	18927-0078	
DATE: 2022-02-15	SCALE: N.T.S.	DWG. NO.: 102,836

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## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1</b>			
101	A	0.3968	1
102	A	0.3968	1
103	A	0.3968	1
104	A	0.3968	1
105	A	0.3968	1
106	A	0.3968	1
107	A	0.3968	1
108	A	0.3968	1
109	A	0.3968	1
110	A	0.3968	1
111	A	0.3968	1
112	A	0.3968	1
113	A	0.3968	1
114	A	0.3968	1
115	A	0.3968	1
116	A	0.3968	1
117	A	0.3968	1
118	A	0.3968	1
119	A	0.3968	1
120	A	0.3968	1
121	A	0.3968	1
122	A	0.3968	1
123	A	0.3968	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
124	A	0.3968	1
125	A	0.3968	1
126	A	0.3968	1
127	C	0.3968	1
128	C	0.3968	1
129	C	0.3968	1
130	C	0.3968	1
131	C	0.3968	1
132	C	0.3968	1
133	B	0.3968	1
134	B	0.3968	1
135	B	0.3968	1
136	B	0.3968	1
137	B	0.3968	1
138	B	0.3968	1
139	B	0.3968	1
140	B	0.3968	1
141	B	0.3968	1
142	B	0.3968	1
143	B	0.3968	1
144	B	0.3968	1
145	B	0.3968	1
146	B	0.3968	1
147	B	0.3968	1
148	B	0.3968	1
149	B	0.3968	1
150	B	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
151	B	0.3968	1
152	B	0.3968	1
153	B	0.3968	1
154	B	0.3968	1
155	B	0.3968	1
156	B	0.3968	1
161	B	0.3968	1
162	B	0.3968	1
163	B	0.3968	1
164	B	0.3968	1
165	B	0.3968	1
166	B	0.3968	1
167	B	0.3968	1
168	B	0.3968	1
169	B	0.3968	1
170	B	0.3968	1
171	B	0.3968	1
172	B	0.3968	1
173	B	0.3968	1
174	B	0.3968	1
175	B	0.3968	1
176	B	0.3968	1
177	B	0.3968	1
178	B	0.3968	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.3968	1
182-R	B	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
183-R	B	0.3968	1
184-R	B	0.3968	1
189	C	0.3968	1
190	C	0.3968	1
191	C	0.3968	1
192	C	0.3968	1
193	C	0.3968	1
194	C	0.3968	1
195	C	0.3968	1
196	C	0.3968	1
197	C	0.3968	1
198	C	0.3968	1
199-R	B	0.3968	1
200-R	B	0.3968	1
201-R	B	0.3968	1
202-R	B	0.3968	1
203-R	B	0.3968	1
204-R	B	0.3968	1
205-R	B	0.3968	1
206-R	B	0.3968	1
207-R	B	0.3968	1
208-R	B	0.3968	1
209-R	B	0.3968	1
210-R	B	0.3968	1
211-R	B	0.3968	1
212-R	B	0.3968	1
213-A-R	B	0.3968	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
213-B-R	B	0.3968	1
213-C-R	B	0.3968	1
213-D-R	B	0.3968	1
213-E-R	B	0.3968	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.3968	1
215	A	0.3968	1
216	A	0.3968	1
217	A	0.3968	1
218	A	0.3968	1
219	A	0.3968	1
220	A	0.3968	1
221	A	0.3968	1
222	A	0.3968	1
223	A	0.3968	1
224	A	0.3968	1
225	A	0.3968	1
226	A	0.3968	1
227	A	0.3968	1
228	A	0.3968	1
229	A	0.3968	1
230	A	0.3968	1
231	A	0.3968	1
232	A	0.3968	1
233	A	0.3968	1
234	A	0.3968	1
235	A	0.3968	1
236	A	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
237	A	0.3968	1
238	A	0.3968	1
239	A	0.3968	1
240	A	0.3968	1
241	A	0.3968	1
242	A	0.3968	1
243	C	0.3968	1
244	C	0.3968	1
245	C	0.3968	1
246	C	0.3968	1
247	C	0.3968	1
248	C	0.3968	1
250	C	0.3968	1
251	C	0.3968	1
252	C	0.3968	1
253	C	0.3968	1
254	C	0.3968	1
255	C	0.3968	1
256	C	0.3968	1
257	C	0.3968	1
258	C	0.3968	1
259	C	0.3968	1
260	B	0.3968	1
261	B	0.3968	1
262	B	0.3968	1
263	B	0.3968	1
264	B	0.3968	1
265	B	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
266	B	0.3968	1
267	B	0.3968	1
268	B	0.3968	1
269	B	0.3968	1
270	B	0.3968	1
271	B	0.3968	1
272	B	0.3968	1
273	B	0.3968	1
274	B	0.3968	1
275	B	0.3968	1
276	B	0.3968	1
277	B	0.3968	1
278	B	0.3968	1
279	B	0.3968	1
280-A	D	0.3968	1
280-B	D	0.3968	1
280-C	D	0.3968	1
280-D	D	0.3968	1
280-E	D	0.3968	1
280-F	D	0.3968	1
280-G	D	0.3968	1
280-H	D	0.3968	1
281-A	D	0.3968	1
281-B	D	0.3968	1
281-C	D	0.3968	1
281-D	D	0.3968	1
281-E	D	0.3968	1
281-F	D	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
281-G	D	0.3968	1
281-H	D	0.3968	1
282	B	0.3968	1
283	B	0.3968	1
284	B	0.3968	1
285	B	0.3968	1
286	B	0.3968	1
287	B	0.3968	1
288	B	0.3968	1
289	B	0.3968	1
290	B	0.3968	1
291	B	0.3968	1
292	B	0.3968	1
293	B	0.3968	1
294	B	0.3968	1
295	B	0.3968	1
296	B	0.3968	1
297	B	0.3968	1
298	B	0.3968	1
299	B	0.3968	1
300	B	0.3968	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	0.3968	1
401-B	E	0.3968	1
401-C	E	0.3968	1
401-D	E	0.3968	1
401-E	E	0.3968	1
401 -F	E	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
402-A	E	0.3968	1
402-B	E	0.3968	1
402-C	E	0.3968	1
402-D	E	0.3968	1
402-E	E	0.3968	1
402-F	E	0.3968	1
403-A	E	0.3968	1
403-B	E	0.3968	1
403-C	E	0.3968	1
403-D	E	0.3968	1
403-E	E	0.3968	1
403-F	E	0.3968	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	0.3968	1
<b>Existing Planned Community Phase 6</b>			
315	A	0.3968	1
316	B	0.3968	1
<b>Existing Planned Community Phase 7</b>			
344	B	0.3968	1
345	B	0.3968	1
346	B	0.3968	1
347	B	0.3968	1
348	B	0.3968	1
354	B	0.3968	1
361	B	0.3968	1
367	B	0.3968	1
368	B	0.3968	1
369	B	0.3968	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
370	B	0.3968	1
371	B	0.3968	1
<b>New Planned Community Phase 8</b>			
338	F	0.3968	1
339	B	0.3968	1
340	B	0.3968	1
341	B	0.3968	1
342	B	0.3968	1
343	B	0.3968	1
355	B	0.3968	1
356	B	0.3968	1
357	B	0.3968	1
358	B	0.3968	1
359	B	0.3968	1
360	B	0.3968	1
<b>TOTAL UNITS – 252</b>		<b>99.99%</b>	<b>252</b>

**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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

**Document Number: 2022-7360  
Recorded As: ERX-DEED AGREEMENT  
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Number of Pages:24  
Book-VI/Pg: Bk-DE VI-18818 Pg-232  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4088166  
Processed By: Joanna Clark**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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**Jessica Garofolo, Director  
Rich Fitzgerald, County Executive**

**496951**

**DRE Certified**

**07-Mar-2022 12:34P\Int By: A G**

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**TENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Tenth Amendment (this "Amendment") is made as of this 7th day of March, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common



Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, and a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred fifty-two (252).

D. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to two hundred ninety-seven (297).

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The Certificate of Completion for **Unit Nos. 309 – 323, inclusive; 326 – 336, inclusive; 338 – 348, inclusive; 350 – 361, inclusive; 367 – 375, inclusive, and 390 – 402, inclusive**, is attached hereto and incorporated herein as **Exhibit D**.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



**EXHIBIT A****LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 309 – 314, inclusive; 317 – 323, inclusive; 326 – 336, inclusive; 350 – 353, inclusive; 372 – 375, inclusive; and 390 – 402, inclusive**, together with the Limited Common Element appurtenant thereto, bounded and described as Planned Community Phase 9 (as distinguished from any Subdivision of Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**

The attached Certification together with the following plans shall collectively serve as the Amended Declaration Plats and Plans for Planned Community Phase 9 and are hereby incorporated herein and made an integral part of this Declaration by this reference thereto: (i) Charter Homes at Hastings Plan, dated September 21, 2016, prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157; (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78; (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79; (iv) Charter Homes at Hastings Plan No. 2, dated October 30, 2019, prepared by The Gateway Engineers, Inc., and recorded on November 21, 2019 in the Recorder's Office in Plan Book Volume 303, Page 98; (v) Charter Homes at Hastings Plan Revision No. 1 – Lot Line Revision to 179-R and 180-R, dated April 2021 and prepared by Gateway Engineers, Inc., and recorded on August 19, 2021 with the Recorder's Office in Plan Book Volume 310, Page 63; and (vi) Charter Homes at Hastings Plan No. 3, dated June 22, 2021 and prepared by Gateway Engineers, Inc., and recorded on July 13, 2021 with the Recorder's Office in Plan Book Volume 309, Page 178. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, and 8 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded at Book DE, Volume 18773, Page 286, and Ninth Amendment recorded at Book DE, Volume 18803, Page 417, and are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached plats and plans for Planned Community Phase 9. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.

## CERTIFICATION

I, **JOSEPH M. GALBRAITH**, being a Registered Professional Engineer (Pennsylvania License No. PE087781), independent of Charter Homes at Hastings, Inc., a Pennsylvania corporation, Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania (the "Planned Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended (the "Act"), as follows:

1. The attached Certification together with the following plans shall collectively serve as the Amended Declaration Plats and Plans for Planned Community Phase 9 and are hereby incorporated herein and made an integral part of this Declaration by this reference thereto: Charter Homes at Hastings Plan, dated September 21, 2016, prepared by The Gateway Engineers, Inc., and recorded on June 6, 2017 in the Recorder's Office in Plan Book Volume 292, Page 157; (ii) Charter Homes at Hastings Plan Revision No. 1, dated October 31, 2017, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 78; (iii) Charter Homes at Hastings Plan Revision No. 2, dated April 21, 2018, prepared by The Gateway Engineers, Inc., and recorded on September 28, 2018 in the Recorder's Office in Plan Book Volume 298, Page 79; (iv) Charter Homes at Hastings Plan No. 2, dated October 30, 2019, prepared by The Gateway Engineers, Inc., and recorded on November 21, 2019 in the Recorder's Office in Plan Book Volume 303, Page 98; (v) Charter Homes at Hastings Plan Revision No. 1 – Lot Line Revision to 179-R and 180-R, dated April 2021 and prepared by Gateway Engineers, Inc., and recorded on August 19, 2021 with the Recorder's Office in Plan Book Volume 310, Page 63; and (vi) Charter Homes at Hastings Plan No. 3, dated June 22, 2021 and prepared by Gateway Engineers, Inc., and recorded on July 13, 2021 with the Recorder's Office in Plan Book Volume 309, Page 178. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6 7, and 8 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded at Book DE, Volume 18773, Page 286, and Ninth Amendment recorded at Book DE, Volume 18803, Page 417, are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached plats and plans for Planned Community Phase 9. All information pertaining to Planned Community Phase 9 and required by Section 5210 of the Act that is not contained in the aforementioned Plan is set forth below.

2. The name of the Planned Community is "Hastings, A Planned Community."

3. Except for the Units, limited Common Facilities, and Common Elements located within Unit Nos. 309 – 314, inclusive; 317 – 323, inclusive; 326 – 336, inclusive; 350 – 353, inclusive; 372 – 375, inclusive; and 390 – 402, inclusive, all of the improvements shown on the Plan are contemplated improvements only that "NEED NOT BE BUILT". The location of all such contemplated improvements as shown on the Plan are approximate. The Declarant reserves the right to change the number of Units it may create in the Planned Community in accordance with applicable governmental requirements.

4. Planned Community Phase 9 is comprised of:

- A. Unit Nos. 309 – 314, inclusive; 317 – 323, inclusive; 326 – 336, inclusive; 350 – 353, inclusive; 372 – 375, inclusive; and 390 – 402, inclusive; and
- B. the Limited Common Elements appurtenant thereto, if any (as described in Article III of the Declaration).

5. Unit Nos. 313 – 314, inclusive; 326 – 336, inclusive; 372– 375, inclusive; and 390 – 402, inclusive, are Type A Units as described in Section 2.2.3 of the Declaration.

6. Unit Nos. 309 – 312, inclusive; 317 – 323, inclusive, and 350 – 353, inclusive, are Type B Units as described in Section 2.2.2 of the Declaration.

7. The Unit numbers and vertical boundaries of the Units in Planned Community Phase 9 are identical to the corresponding Lot numbers and lot boundaries shown on the Plan. Each said Unit consists of the land, and all space, fixtures and improvements, including all portions of any building within said Unit boundaries to the centerline of any Party Wall, as defined and described in the Declaration. There are no horizontal boundaries for the Units in Planned Community Phase 9.


8. The Additional Real Estate of the Planned Community is as follows: (i) Lot Nos. 188, 217, 218, 219 and 220, shown on the Plan; Allegheny County Tax Parcel No. 480-E-3, more fully described in Exhibit “E” to the Declaration; and Allegheny County Tax Parcel No. 571-A-1, more fully described in Exhibit “E” to the Declaration (collectively, the “Additional Real Estate”).

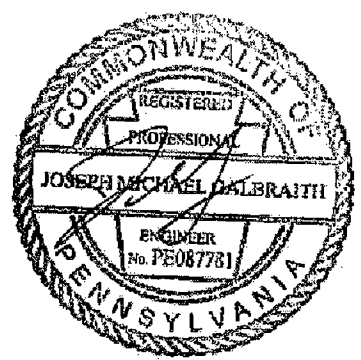
9. Except for the Additional Real Estate, Unit Nos. Unit Nos. 309 – 314, inclusive; 317 – 323, inclusive; 326 – 336, inclusive; 350 – 353, inclusive; 372 – 375, inclusive; and 390 – 402, inclusive, and the Limited Common Elements appurtenant thereto, the remainder of the Planned Community consists of Convertible and Withdrawable Real Estate.

10. Pursuant to Subsection 3.1 of the Declaration, all areas located on Type B Units outside of the Building footprint and deemed accessible shall be Limited Controlled Facilities appurtenant to the Units they serve.

**[Signature Page Follows]**

(Professional Seal)

  
Name: **JOSEPH M. GALBRAITH**  
Title: Registered Professional Engineer



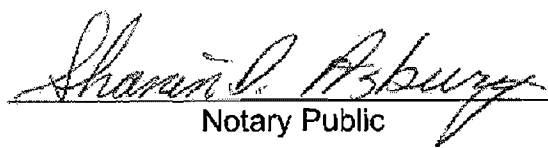
COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF Allegheny : SS:  
 :

On this, the 7<sup>th</sup> day of March, 2022, before me, the undersigned officer,  
personally appeared **JOSEPH M. GALBRIATH**, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument, and acknowledged that he  
executed the same for the purpose therein contained.

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

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Shanin D. Asbury, Notary Public  
Allegheny County  
My commission expires November 8, 2022  
Commission number 1341965  
Member, Pennsylvania Association of Notaries

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Shanin D. Asbury, Notary Public  
Allegheny County  
My commission expires November 8, 2022  
Commission number 1341965  
Member, Pennsylvania Association of Notaries

My Commission Expires: Nov. 8, 2022



## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1</b>			
101	A	0.3367	1
102	A	0.3367	1
103	A	0.3367	1
104	A	0.3367	1
105	A	0.3367	1
106	A	0.3367	1
107	A	0.3367	1
108	A	0.3367	1
109	A	0.3367	1
110	A	0.3367	1
111	A	0.3367	1
112	A	0.3367	1
113	A	0.3367	1
114	A	0.3367	1
115	A	0.3367	1
116	A	0.3367	1
117	A	0.3367	1
118	A	0.3367	1
119	A	0.3367	1
120	A	0.3367	1
121	A	0.3367	1
122	A	0.3367	1
123	A	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	0.3367	1
125	A	0.3367	1
126	A	0.3367	1
127	C	0.3367	1
128	C	0.3367	1
129	C	0.3367	1
130	C	0.3367	1
131	C	0.3367	1
132	C	0.3367	1
133	B	0.3367	1
134	B	0.3367	1
135	B	0.3367	1
136	B	0.3367	1
137	B	0.3367	1
138	B	0.3367	1
139	B	0.3367	1
140	B	0.3367	1
141	B	0.3367	1
142	B	0.3367	1
143	B	0.3367	1
144	B	0.3367	1
145	B	0.3367	1
146	B	0.3367	1
147	B	0.3367	1
148	B	0.3367	1
149	B	0.3367	1
150	B	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
151	B	0.3367	1
152	B	0.3367	1
153	B	0.3367	1
154	B	0.3367	1
155	B	0.3367	1
156	B	0.3367	1
161	B	0.3367	1
162	B	0.3367	1
163	B	0.3367	1
164	B	0.3367	1
165	B	0.3367	1
166	B	0.3367	1
167	B	0.3367	1
168	B	0.3367	1
169	B	0.3367	1
170	B	0.3367	1
171	B	0.3367	1
172	B	0.3367	1
173	B	0.3367	1
174	B	0.3367	1
175	B	0.3367	1
176	B	0.3367	1
177	B	0.3367	1
178	B	0.3367	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.3367	1
182-R	B	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
183-R	B	0.3367	1
184-R	B	0.3367	1
189	C	0.3367	1
190	C	0.3367	1
191	C	0.3367	1
192	C	0.3367	1
193	C	0.3367	1
194	C	0.3367	1
195	C	0.3367	1
196	C	0.3367	1
197	C	0.3367	1
198	C	0.3367	1
199-R	B	0.3367	1
200-R	B	0.3367	1
201-R	B	0.3367	1
202-R	B	0.3367	1
203-R	B	0.3367	1
204-R	B	0.3367	1
205-R	B	0.3367	1
206-R	B	0.3367	1
207-R	B	0.3367	1
208-R	B	0.3367	1
209-R	B	0.3367	1
210-R	B	0.3367	1
211-R	B	0.3367	1
212-R	B	0.3367	1
213-A-R	B	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
213-B-R	B	0.3367	1
213-C-R	B	0.3367	1
213-D-R	B	0.3367	1
213-E-R	B	0.3367	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.3367	1
215	A	0.3367	1
216	A	0.3367	1
217	A	0.3367	1
218	A	0.3367	1
219	A	0.3367	1
220	A	0.3367	1
221	A	0.3367	1
222	A	0.3367	1
223	A	0.3367	1
224	A	0.3367	1
225	A	0.3367	1
226	A	0.3367	1
227	A	0.3367	1
228	A	0.3367	1
229	A	0.3367	1
230	A	0.3367	1
231	A	0.3367	1
232	A	0.3367	1
233	A	0.3367	1
234	A	0.3367	1
235	A	0.3367	1
236	A	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
237	A	0.3367	1
238	A	0.3367	1
239	A	0.3367	1
240	A	0.3367	1
241	A	0.3367	1
242	A	0.3367	1
243	C	0.3367	1
244	C	0.3367	1
245	C	0.3367	1
246	C	0.3367	1
247	C	0.3367	1
248	C	0.3367	1
250	C	0.3367	1
251	C	0.3367	1
252	C	0.3367	1
253	C	0.3367	1
254	C	0.3367	1
255	C	0.3367	1
256	C	0.3367	1
257	C	0.3367	1
258	C	0.3367	1
259	C	0.3367	1
260	B	0.3367	1
261	B	0.3367	1
262	B	0.3367	1
263	B	0.3367	1
264	B	0.3367	1
265	B	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
266	B	0.3367	1
267	B	0.3367	1
268	B	0.3367	1
269	B	0.3367	1
270	B	0.3367	1
271	B	0.3367	1
272	B	0.3367	1
273	B	0.3367	1
274	B	0.3367	1
275	B	0.3367	1
276	B	0.3367	1
277	B	0.3367	1
278	B	0.3367	1
279	B	0.3367	1
280-A	D	0.3367	1
280-B	D	0.3367	1
280-C	D	0.3367	1
280-D	D	0.3367	1
280-E	D	0.3367	1
280-F	D	0.3367	1
280-G	D	0.3367	1
280-H	D	0.3367	1
281-A	D	0.3367	1
281-B	D	0.3367	1
281-C	D	0.3367	1
281-D	D	0.3367	1
281-E	D	0.3367	1
281-F	D	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
281-G	D	0.3367	1
281-H	D	0.3367	1
282	B	0.3367	1
283	B	0.3367	1
284	B	0.3367	1
285	B	0.3367	1
286	B	0.3367	1
287	B	0.3367	1
288	B	0.3367	1
289	B	0.3367	1
290	B	0.3367	1
291	B	0.3367	1
292	B	0.3367	1
293	B	0.3367	1
294	B	0.3367	1
295	B	0.3367	1
296	B	0.3367	1
297	B	0.3367	1
298	B	0.3367	1
299	B	0.3367	1
300	B	0.3367	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	0.3367	1
401-B	E	0.3367	1
401-C	E	0.3367	1
401-D	E	0.3367	1
401-E	E	0.3367	1
401 -F	E	0.3367	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
402-A	E	0.3367	1
402-B	E	0.3367	1
402-C	E	0.3367	1
402-D	E	0.3367	1
402-E	E	0.3367	1
402-F	E	0.3367	1
403-A	E	0.3367	1
403-B	E	0.3367	1
403-C	E	0.3367	1
403-D	E	0.3367	1
403-E	E	0.3367	1
403-F	E	0.3367	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	0.3367	1
<b>Existing Planned Community Phase 6</b>			
315	A	0.3367	1
316	B	0.3367	1
<b>Existing Planned Community Phase 7</b>			
344	B	0.3367	1
345	B	0.3367	1
346	B	0.3367	1
347	B	0.3367	1
348	B	0.3367	1
354	B	0.3367	1
361	B	0.3367	1
367	B	0.3367	1
368	B	0.3367	1
369	B	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
370	B	0.3367	1
371	B	0.3367	1
<b>Existing Planned Community Phase 8</b>			
338	F	0.3367	1
339	B	0.3367	1
340	B	0.3367	1
341	B	0.3367	1
342	B	0.3367	1
343	B	0.3367	1
355	B	0.3367	1
356	B	0.3367	1
357	B	0.3367	1
358	B	0.3367	1
359	B	0.3367	1
360	B	0.3367	1
<b>New Planned Community Phase 9</b>			
309	B	0.3367	1
310	B	0.3367	1
311	B	0.3367	1
312	B	0.3367	1
313	A	0.3367	1
314	A	0.3367	1
317	B	0.3367	1
318	B	0.3367	1
319	B	0.3367	1
320	B	0.3367	1
321	B	0.3367	1
322	B	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
323	B	0.3367	1
326	A	0.3367	1
327	A	0.3367	1
328	A	0.3367	1
329	A	0.3367	1
330	A	0.3367	1
331	A	0.3367	1
332	A	0.3367	1
333	A	0.3367	1
334	A	0.3367	1
335	A	0.3367	1
336	A	0.3367	1
350	B	0.3367	1
351	B	0.3367	1
352	B	0.3367	1
353	B	0.3367	1
372	A	0.3367	1
373	A	0.3367	1
374	A	0.3367	1
375	A	0.3367	1
390	A	0.3367	1
391	A	0.3367	1
392	A	0.3367	1
393	A	0.3367	1
394	A	0.3367	1
395	A	0.3367	1
396	A	0.3367	1
397	A	0.3367	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
398	A	0.3367	1
399	A	0.3367	1
400	A	0.3367	1
401	A	0.3367	1
402	A	0.3367	1
<b>TOTAL UNITS – 297</b>		<b>99.99%</b>	<b>297</b>

**EXHIBIT D****CERTIFICATE OF COMPLETION**

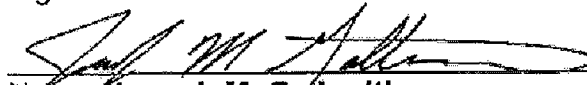
The undersigned, **JOSEPH M. GALBRAITH** being a Registered Professional Engineer (**Pennsylvania License No. PE087781**), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate at Book DE, Volume 17148, Page 1, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) **Unit Nos. 309 – 323, inclusive; 326 – 336, inclusive; 338 – 348, inclusive; 350 – 361, inclusive; 367 – 375, inclusive, and 390 – 402, inclusive**, within the Community are not part of and do not constitute a structure, and therefore at the time said units were created there were no structural components and common element mechanical systems of a structure that Declarant was required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.

**[Signature Page Follows]**

IN WITNESS WHEREOF, this Certificate is executed this 7<sup>th</sup> day of March, 2022.

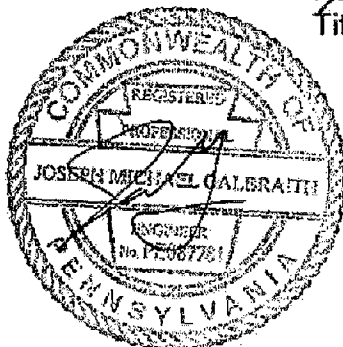
Signature:



Name: **Joseph M. Galbraith**

Title: Registered Professional Engineer

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

:  
:  
:  
:

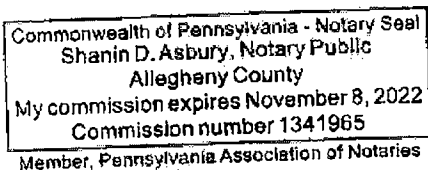
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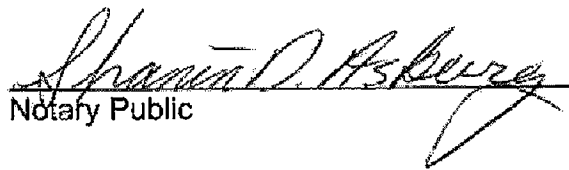
COUNTY OF Allegheny

On this, the 7<sup>th</sup> day of March, 2022, before me, the undersigned officer, personally appeared **JOSEPH M. GALBRAITH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

(SEAL)



  
Notary Public

My Commission Expires: Nov. 8, 2022

**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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

**Document Number: 2022-9015  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: March 24, 2022  
Recorded At: 02:39:23 pm  
Number of Pages:9  
Book-VI/Pg: Bk-DE VI-18835 Pg-427  
Recording Fee: \$181.75  
Parties:  
CHARTER HOMES AT HASTINGS INC  
CHARTER HOMES AT HASTINGS INC  
Receipt Number: 4094829  
Processed By: Joanna Clark**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



A handwritten signature in black ink that reads "Jessica Garofolo".

Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**499031**

**DRE Certified**

**23-Mar-2022 08:41A\Int By: A G**

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**ELEVENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Eleventh Amendment (this "Amendment") is made as of this 22<sup>nd</sup> day of March 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common



Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate Unit boundaries created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, and a certain Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred ninety-seven (297).

E. Declarant now desires to exercise its Conversion Rights and Boundary Relocation Rights to amend the Unit boundary surrounding **Unit No. 339**, as depicted on the

Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the "Amended Unit 339 Boundary").

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The boundaries of Unit 339 are hereby amended to correspond with the Amended Unit 339 Boundary, as more particularly described on **Exhibit A** attached hereto and incorporated herein and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



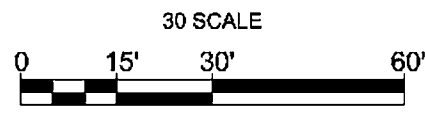
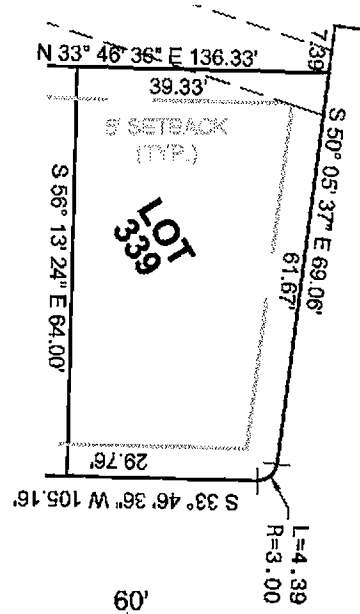
**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

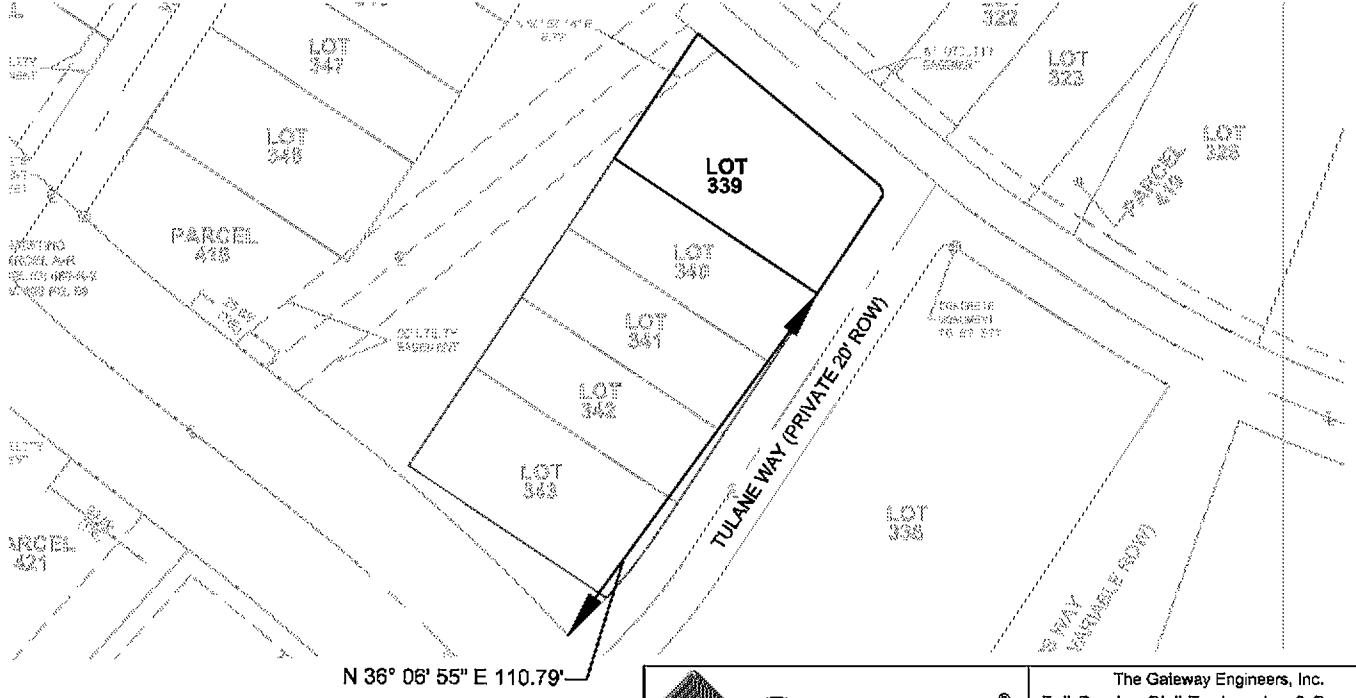
Any portions of **Unit No. 339** now included as part of the Amended Unit 339 Boundary, to the extent not previously converted, all as set forth on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.


**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Hastings, a Planned Community, dated March 22, 2022, consisting of a total of Two(2) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6 and 7, 8, and 9 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, and Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, and are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent shown inconsistent on the attached plats and plans for the Community. All such Plats and Plans shall collectively constitute the Amended Plats and Plans for the Community.



TIE MAP NOT TO SCALE



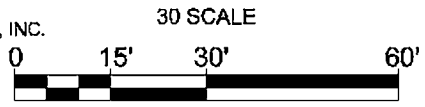
 **GATEWAY**<sup>®</sup> The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-8284

**AMENDED DECLARATION PLATS AND PLANS**  
**HASTINGS, A PLANNED COMMUNITY**  
 SITUATE IN  
**SOUTH FAYETTE TOWNSHIP**  
**ALLEGHENY COUNTY, PA**  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 1 OF 2 18927-0078

DATE: 2022-03-22	SCALE: 1" = 30'	DWG. NO.: 102,836
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OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 580-1400



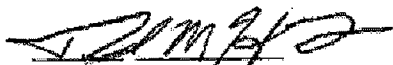
PM: DMH DB: BKS CB: JMG

NOTES:

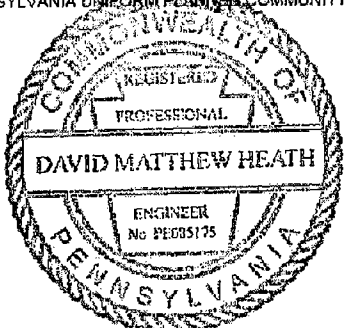
1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE ELEVENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. THIS AMENDED DECLARATION PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, AND 9, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 11803, PAGE 447, AND TENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18818, PAGE 232 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. THE AMENDED LOCATION AND DIMENSIONS OF UNIT 339 ARE AS SHOWN ON THIS PLAT.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, AND 9, THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
6. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
7. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.
8. THE DIMENSIONS AND LOCATIONS OF UNIT 339, AS SET FORTH ON THESE AMENDED DECLARATION PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF UNIT 339 AS SET FORTH ON ANY PRIOR PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY SUCH THAT THE DIMENSIONS AND LOCATIONS OF UNIT 339 SET FORTH HERON SHALL CONTROL.

CERTIFICATION

THE UNDERSIGNED, DAVID M. HEATH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE085175), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF TWO (2) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

  
 DAVID M. HEATH  
 DATE: 3/22/22

[SEAL]



COMMONWEALTH OF PENNSYLVANIA :  
 SS.

COUNTY OF Allegheny :


ON THIS, THE 22nd DAY OF March, 2022, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED DAVID M HEATH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Commonwealth of Pennsylvania - Notary Seal  
 Shelley M. Cardimen, Notary Public  
 Allegheny County  
 My commission expires December 11, 2023  
 Commission number 1295179  
 Member, Pennsylvania Association of Notaries  
 (SEAL)

  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2023

 <b>GATEWAY®</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>

PAGE 2 OF 2  
 DATE: 2022-03-22  
 SCALE: N.T.S.  
 DWG. NO.: 102.836

PM: DMH DB: BKS CB: JMG





**499668**

**DRE Certified**

**28-Mar-2022 12:26P\Int By: T G**

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**TWELFTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Twelfth Amendment (this "Amendment") is made as of this 23<sup>rd</sup> day of March, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common

Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, and a certain Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred ninety-seven (297).

D. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to three hundred thirteen (313).

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The Certificate of Completion for **Unit Nos. 338-A; 338-B; 338-C; 338-D; 338-E; 338-F; 338-G; 338-H; 349-A; 349-B; 349-C; 349-D; 349-E; 349-F; 349-G; and 349-H**, is attached hereto and incorporated herein as **Exhibit D**.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



**EXHIBIT A**

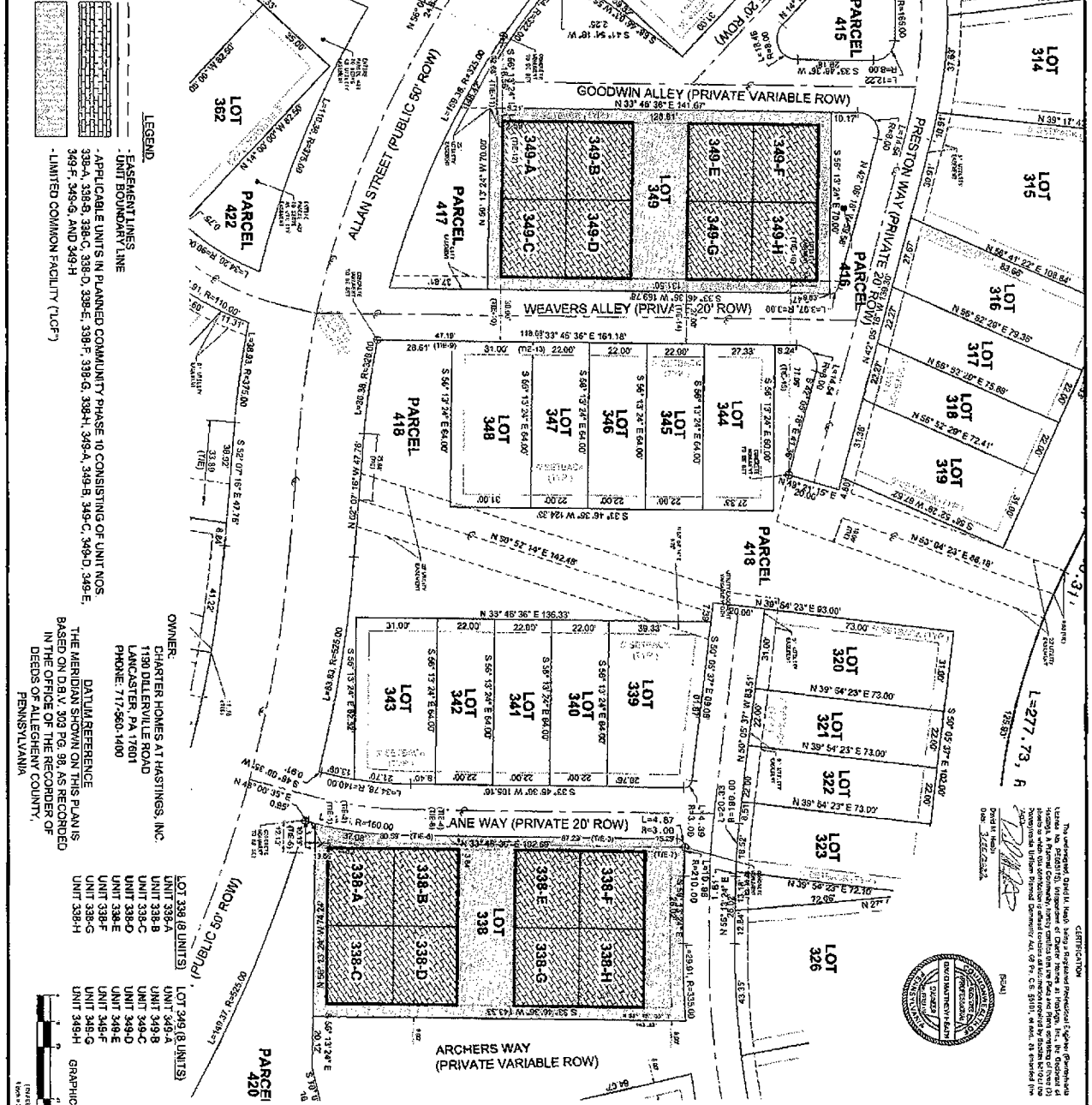
**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. Unit Nos. 338-A; 338-B; 338-C; 338-D; 338-E; 338-F; 338-G; 338-H; 349-A; 349-B; 349-C; 349-D; 349-E; 349-F; 349-G; and 349-H**, together with the Limited Common Element appurtenant thereto, bounded and described as Planned Community Phase 10 (as distinguished from any Subdivision of Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Planned Community Phase 10 of Hastings, a Planned Community, dated March 25, 2022, consisting of a total of three (3) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 10 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, 8 and 9 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 18803, Page 477, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, and Eleventh Amendment recorded with the Recorder's Office at Book DE, Volume 18835, Page 427. All such Plats and Plans are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached Amended Declaration Plats and Plans for Planned Community Phase 10 of Hastings, a Planned Community.

Plan No. & Filing No. 1800010207 May 14, 2014 Page 1 of 10 Date of Filing: 05/14/2014



**LEGEND**

- EASEMENTS/LINES
- UNIT BOUNDARY LINE
- APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 10 CONSISTING OF UNIT NOS. 338-A, 338-B, 338-C, 338-D, 338-E, 338-F, 338-G, 338-H, 339-A, 339-B, 339-C, 339-D, 339-E, 339-F, 339-G, AND 339-H
- LIMITED COMMON FACILITY ("LCF")

**OWNER:**  
 CHARTER HOMES AT HASTINGS, INC.  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601  
 PHONE: 717-660-1400

**DATUM REFERENCE:**  
 THE MERIDIAN SHOWN ON THIS PLAN IS BASED ON DATA, 2003 PG. 28, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ALLEGHENY COUNTY, PENNSYLVANIA.

**LOT 338 (8 UNITS)**  
 UNIT 338-A  
 UNIT 338-B  
 UNIT 338-C  
 UNIT 338-D  
 UNIT 338-E  
 UNIT 338-F  
 UNIT 338-G  
 UNIT 338-H

**LOT 339 (8 UNITS)**  
 UNIT 339-A  
 UNIT 339-B  
 UNIT 339-C  
 UNIT 339-D  
 UNIT 339-E  
 UNIT 339-F  
 UNIT 339-G  
 UNIT 339-H

**GRAPHIC SCALE**  
 1" = 200'

**NOTES:**

- THESE AMENDED DECLARATION PLANS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE TWELFTH AMENDMENT BEING RECORDED CONTINGENTLY UPON THE RECORDATION OF THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2008, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA (RECORDER'S OFFICE) AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED), THE "DECLARATION".
- DEEDS OF PLANNED COMMUNITY PHASE 10, WHICH PHASE IS BEING CREATED AS PERMITTED BY THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S. 5101, ET SEQ. (AS AMENDED), THE "ACT") AND IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE, ARE DELETED HEREON.
- PRIOR CERTIFIED PLANS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8 AND 9 RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 13232, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 13944, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18335, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18556, PAGE 592, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18723, PAGE 286, NINTH AMENDMENT AT BOOK DE, VOLUME 18724, TENTH AMENDMENT AT BOOK DE, VOLUME 18825, PAGE 427 (COLLECTIVELY THE "PRIOR PLANS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLANS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
- PLANNED COMMUNITY PHASE 10 CONSISTS OF UNITS 338-A, 338-B, 338-C, 338-D, 338-E, 338-F, 338-G, 338-H, 339-A, 339-B, 339-C, 339-D, 339-E, 339-F, 339-G, AND 339-H ("APPLICABLE UNITS").
- THE LOCATION AND DIMENSIONS OF THE APPLICABLE UNITS ARE AS SHOWN ON THIS PLAN.
- EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN PLANNED COMMUNITY PHASE 10 SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8 AND 9 THAT WERE LABELED M.B.B. ON THE PLANS AND PLANS OR AMENDED PLANS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE COMPLETED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH COMPLETED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF PLANNED COMMUNITY PHASE 10 SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
- DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL, DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL, DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.

**COMMUNITY OF RECORD:**  
 HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2008, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA (RECORDER'S OFFICE) AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED), THE "DECLARATION".

**PLANNED COMMUNITY PHASE 10:**  
 CHARTER HOMES AT HASTINGS, INC., 1190 DILLERVILLE ROAD, LANCASTER, PA 17601, PHONE: 717-660-1400.

**DATE:** 05/14/2014

**SCALE:** 1" = 200'

**GRAPHIC SCALE**

**GATEWAY®**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 2000 Gateway Center, Pittsburgh, PA 15224-2000  
 Phone: 412-281-1000

**AMENDED DECLARATION PLANS AND PLANS OF PLANNED COMMUNITY PHASE 10 OF HASTINGS, A PLANNED COMMUNITY**

**CHARTER HOMES AT HASTINGS, INC.**  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA

**DATE:** 05/14/2014

**SCALE:** 1" = 200'

**GRAPHIC SCALE**

**NOTES:**

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- PLANNED COMMUNITY PHASE 10 CONSISTS OF UNITS 338-A, 338-B, 338-C, 338-D, 338-E, 338-F, 338-G, 338-H, 339-A, 339-B, 339-C, 339-D, 339-E, 339-F, 339-G, AND 339-H ("APPLICABLE UNITS").
- THE LOCATION AND DIMENSIONS OF THE APPLICABLE UNITS ARE AS SHOWN ON THIS PLAN.
- EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN PLANNED COMMUNITY PHASE 10 SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8 AND 9 THAT WERE LABELED M.B.B. ON THE PLANS AND PLANS OR AMENDED PLANS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE COMPLETED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH COMPLETED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF PLANNED COMMUNITY PHASE 10 SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
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**COMMUNITY OF RECORD:**  
 HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2008, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA (RECORDER'S OFFICE) AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED), THE "DECLARATION".

**PLANNED COMMUNITY PHASE 10:**  
 CHARTER HOMES AT HASTINGS, INC., 1190 DILLERVILLE ROAD, LANCASTER, PA 17601, PHONE: 717-660-1400.

**DATE:** 05/14/2014

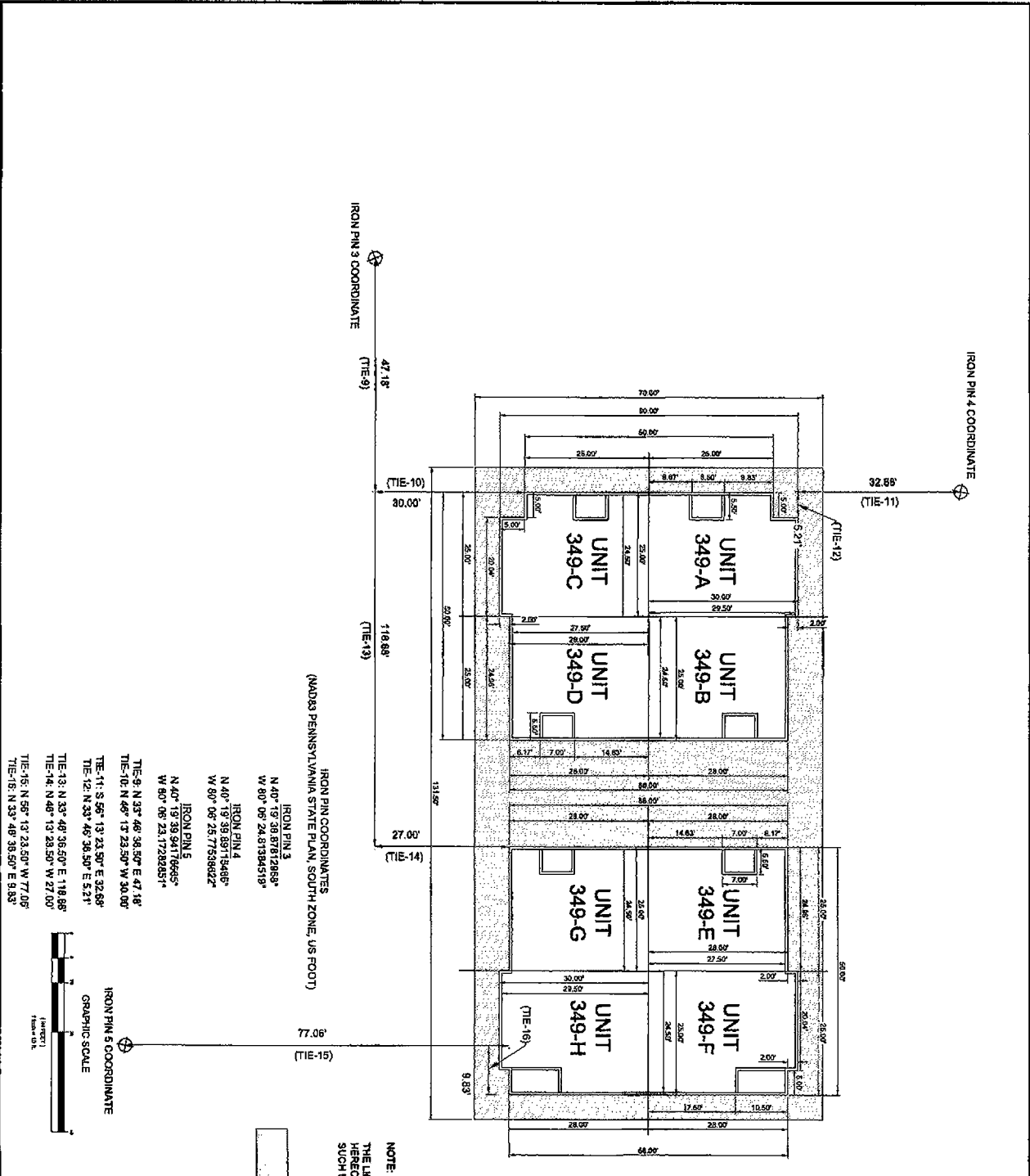
**SCALE:** 1" = 200'

**GRAPHIC SCALE**





Plot 5 File Name: C:\p\proj\1180511\271\1180511.dwg Plot Date: 11/11/11 11:11:11 AM Plot Scale: 1/8" = 1'-0" Plot Title: 1180511.dwg



**IRON PIN COORDINATES**  
(NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT)

IRON PIN 1  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 2  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 3  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 4  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 5  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 6  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 7  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 8  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 9  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 10  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 11  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 12  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 13  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 14  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

IRON PIN 15  
N 40° 19' 39.89713486" E 47.18'  
W 80° 06' 25.71539882" W 27.00'

**NOTE**  
THE LIMITED COMMON FACILITY (LCF) YARD AREAS SHOWN HEREON AND ADJUTING A UNIT SHALL BE AN LCF SOLELY FOR SUCH UNIT IT ADJUTS

**LEGEND**  
- LIMITED COMMON FACILITY (LCF)

**GATEWAY**  
The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 Madison Road, Pittsburgh, PA 15205  
412.381.1234  
info@gatewayinc.com

**AMENDED DECLARATION PLATS AND PLANS**  
OF HASTINGS, A PLANNED COMMUNITY PHASE 10  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PA  
CHARTER HOMES AT HASTINGS, INC.

**GRAPHIC SCALE**  
1" = 100'

## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1</b>			
101	A	0.3194	1
102	A	0.3194	1
103	A	0.3194	1
104	A	0.3194	1
105	A	0.3194	1
106	A	0.3194	1
107	A	0.3194	1
108	A	0.3194	1
109	A	0.3194	1
110	A	0.3194	1
111	A	0.3194	1
112	A	0.3194	1
113	A	0.3194	1
114	A	0.3194	1
115	A	0.3194	1
116	A	0.3194	1
117	A	0.3194	1
118	A	0.3194	1
119	A	0.3194	1
120	A	0.3194	1
121	A	0.3194	1
122	A	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
123	A	0.3194	1
124	A	0.3194	1
125	A	0.3194	1
126	A	0.3194	1
127	C	0.3194	1
128	C	0.3194	1
129	C	0.3194	1
130	C	0.3194	1
131	C	0.3194	1
132	C	0.3194	1
133	B	0.3194	1
134	B	0.3194	1
135	B	0.3194	1
136	B	0.3194	1
137	B	0.3194	1
138	B	0.3194	1
139	B	0.3194	1
140	B	0.3194	1
141	B	0.3194	1
142	B	0.3194	1
143	B	0.3194	1
144	B	0.3194	1
145	B	0.3194	1
146	B	0.3194	1
147	B	0.3194	1
148	B	0.3194	1
149	B	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
150	B	0.3194	1
151	B	0.3194	1
152	B	0.3194	1
153	B	0.3194	1
154	B	0.3194	1
155	B	0.3194	1
156	B	0.3194	1
161	B	0.3194	1
162	B	0.3194	1
163	B	0.3194	1
164	B	0.3194	1
165	B	0.3194	1
166	B	0.3194	1
167	B	0.3194	1
168	B	0.3194	1
169	B	0.3194	1
170	B	0.3194	1
171	B	0.3194	1
172	B	0.3194	1
173	B	0.3194	1
174	B	0.3194	1
175	B	0.3194	1
176	B	0.3194	1
177	B	0.3194	1
178	B	0.3194	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
182-R	B	0.3194	1
183-R	B	0.3194	1
184-R	B	0.3194	1
189	C	0.3194	1
190	C	0.3194	1
191	C	0.3194	1
192	C	0.3194	1
193	C	0.3194	1
194	C	0.3194	1
195	C	0.3194	1
196	C	0.3194	1
197	C	0.3194	1
198	C	0.3194	1
199-R	B	0.3194	1
200-R	B	0.3194	1
201-R	B	0.3194	1
202-R	B	0.3194	1
203-R	B	0.3194	1
204-R	B	0.3194	1
205-R	B	0.3194	1
206-R	B	0.3194	1
207-R	B	0.3194	1
208-R	B	0.3194	1
209-R	B	0.3194	1
210-R	B	0.3194	1
211-R	B	0.3194	1
212-R	B	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
213-A-R	B	0.3194	1
213-B-R	B	0.3194	1
213-C-R	B	0.3194	1
213-D-R	B	0.3194	1
213-E-R	B	0.3194	1
<b>Existing Planned Community Phase 3</b>			
214	A	0.3194	1
215	A	0.3194	1
216	A	0.3194	1
217	A	0.3194	1
218	A	0.3194	1
219	A	0.3194	1
220	A	0.3194	1
221	A	0.3194	1
222	A	0.3194	1
223	A	0.3194	1
224	A	0.3194	1
225	A	0.3194	1
226	A	0.3194	1
227	A	0.3194	1
228	A	0.3194	1
229	A	0.3194	1
230	A	0.3194	1
231	A	0.3194	1
232	A	0.3194	1
233	A	0.3194	1
234	A	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
235	A	0.3194	1
236	A	0.3194	1
237	A	0.3194	1
238	A	0.3194	1
239	A	0.3194	1
240	A	0.3194	1
241	A	0.3194	1
242	A	0.3194	1
243	C	0.3194	1
244	C	0.3194	1
245	C	0.3194	1
246	C	0.3194	1
247	C	0.3194	1
248	C	0.3194	1
250	C	0.3194	1
251	C	0.3194	1
252	C	0.3194	1
253	C	0.3194	1
254	C	0.3194	1
255	C	0.3194	1
256	C	0.3194	1
257	C	0.3194	1
258	C	0.3194	1
259	C	0.3194	1
260	B	0.3194	1
261	B	0.3194	1
262	B	0.3194	1
263	B	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
264	B	0.3194	1
265	B	0.3194	1
266	B	0.3194	1
267	B	0.3194	1
268	B	0.3194	1
269	B	0.3194	1
270	B	0.3194	1
271	B	0.3194	1
272	B	0.3194	1
273	B	0.3194	1
274	B	0.3194	1
275	B	0.3194	1
276	B	0.3194	1
277	B	0.3194	1
278	B	0.3194	1
279	B	0.3194	1
280-A	D	0.3194	1
280-B	D	0.3194	1
280-C	D	0.3194	1
280-D	D	0.3194	1
280-E	D	0.3194	1
280-F	D	0.3194	1
280-G	D	0.3194	1
280-H	D	0.3194	1
281-A	D	0.3194	1
281-B	D	0.3194	1
281-C	D	0.3194	1
281-D	D	0.3194	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
281-E	D	0.3194	1
281-F	D	0.3194	1
281-G	D	0.3194	1
281-H	D	0.3194	1
282	B	0.3194	1
283	B	0.3194	1
284	B	0.3194	1
285	B	0.3194	1
286	B	0.3194	1
287	B	0.3194	1
288	B	0.3194	1
289	B	0.3194	1
290	B	0.3194	1
291	B	0.3194	1
292	B	0.3194	1
293	B	0.3194	1
294	B	0.3194	1
295	B	0.3194	1
296	B	0.3194	1
297	B	0.3194	1
298	B	0.3194	1
299	B	0.3194	1
300	B	0.3194	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	0.3194	1
401-B	E	0.3194	1
401-C	E	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
401-D	E	0.3194	1
401-E	E	0.3194	1
401 -F	E	0.3194	1
402-A	E	0.3194	1
402-B	E	0.3194	1
402-C	E	0.3194	1
402-D	E	0.3194	1
402-E	E	0.3194	1
402-F	E	0.3194	1
403-A	E	0.3194	1
403-B	E	0.3194	1
403-C	E	0.3194	1
403-D	E	0.3194	1
403-E	E	0.3194	1
403-F	E	0.3194	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	0.3194	1
<b>Existing Planned Community Phase 6</b>			
315	A	0.3194	1
316	B	0.3194	1
<b>Existing Planned Community Phase 7</b>			
344	B	0.3194	1
345	B	0.3194	1
346	B	0.3194	1
347	B	0.3194	1
348	B	0.3194	1
354	B	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
361	B	0.3194	1
367	B	0.3194	1
368	B	0.3194	1
369	B	0.3194	1
370	B	0.3194	1
371	B	0.3194	1
<b>Existing Planned Community Phase 8</b>			
338	F	0.3194	1
339	B	0.3194	1
340	B	0.3194	1
341	B	0.3194	1
342	B	0.3194	1
343	B	0.3194	1
355	B	0.3194	1
356	B	0.3194	1
357	B	0.3194	1
358	B	0.3194	1
359	B	0.3194	1
360	B	0.3194	1
<b>Existing Planned Community Phase 9</b>			
309	B	0.3194	1
310	B	0.3194	1
311	B	0.3194	1
312	B	0.3194	1
313	A	0.3194	1
314	A	0.3194	1
317	B	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
318	B	0.3194	1
319	B	0.3194	1
320	B	0.3194	1
321	B	0.3194	1
322	B	0.3194	1
323	B	0.3194	1
326	A	0.3194	1
327	A	0.3194	1
328	A	0.3194	1
329	A	0.3194	1
330	A	0.3194	1
331	A	0.3194	1
332	A	0.3194	1
333	A	0.3194	1
334	A	0.3194	1
335	A	0.3194	1
336	A	0.3194	1
350	B	0.3194	1
351	B	0.3194	1
352	B	0.3194	1
353	B	0.3194	1
372	A	0.3194	1
373	A	0.3194	1
374	A	0.3194	1
375	A	0.3194	1
390	A	0.3194	1
391	A	0.3194	1
392	A	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
393	A	0.3194	1
394	A	0.3194	1
395	A	0.3194	1
396	A	0.3194	1
397	A	0.3194	1
398	A	0.3194	1
399	A	0.3194	1
400	A	0.3194	1
401	A	0.3194	1
402	A	0.3194	1
<b>New Planned Community Phase 10</b>			
338-A	D	0.3194	1
338-B	D	0.3194	1
338-C	D	0.3194	1
338-D	D	0.3194	1
338-E	D	0.3194	1
338-F	D	0.3194	1
338-G	D	0.3194	1
338-H	D	0.3194	1
349-A	D	0.3194	1
349-B	D	0.3194	1
349-C	D	0.3194	1
349-D	D	0.3194	1
349-E	D	0.3194	1
349-F	D	0.3194	1
349-G	D	0.3194	1
349-H	D	0.3194	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
TOTAL UNITS – 313		99.97%	313

**EXHIBIT D****CERTIFICATE OF COMPLETION**

The undersigned, **DAVID M. HEATH**, being a Registered Professional Engineer (**Pennsylvania License No. PE085175**), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate at Book DE, Volume 17148, Page 1, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) **Unit Nos. 338-A; 338-B; 338-C; 338-D; 338-E; 338-F; 338-G; 338-H; 349-A; 349-B; 349-C; 349-D; 349-E; 349-F; 349-G; and 349-H**, within the Community are not part of and do not constitute a structure, and therefore there are no structural components and common element mechanical systems of a structure that Declarant is required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.

**[Signature Page Follows]**

IN WITNESS WHEREOF, this Certificate is executed this 25<sup>TH</sup> day of March, 2022.

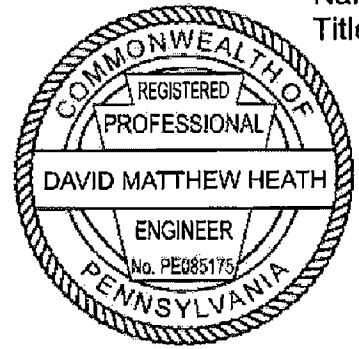
Signature:



Name: **DAVID M. HEATH**

Title: Registered Professional Engineer

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

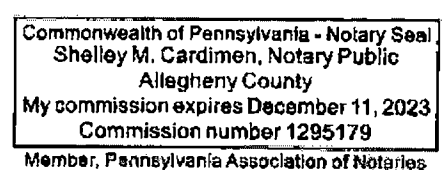
SS

COUNTY OF Allegheny

On this, the 25<sup>th</sup> day of March, 2022, before me, the undersigned officer, personally appeared **DAVID M. HEATH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

(SEAL)



Shelley M. Cardimen  
Notary Public

My Commission Expires: 12/11/2023



**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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**Document Number: 2022-11097  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: April 12, 2022  
Recorded At: 02:10:29 pm  
Number of Pages:9  
Book-VI/Pg: Bk-DE VI-18857 Pg-439  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4102945  
Processed By: Theresa Greil**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jessica Garofolo*  
Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**501351****DRE Certified****08-Apr-2022 02:24P\Int By: T G**

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
 McNees Wallace & Nurick LLC  
 100 Pine Street  
 P.O. Box 1166  
 Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**THIRTEENTH AMENDMENT  
 TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
 AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
 HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Thirteenth Amendment (this "Amendment") is made as of this 8th day of April, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common

Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate boundaries between Units created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, and Twelfth Amendment recorded with the Recorder's Office at Book DE Volume 18841, Page 404, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three hundred thirteen (313).

E. Declarant now desires to exercise its Conversion Rights and its Boundary Relocation Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real

Estate”), into Units and Limited Common Elements to amend the boundaries surrounding **Unit Nos. 320 – 323, inclusive and 343**, as depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the “Amended Unit Boundaries”).

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The boundaries of **Unit Nos. 320 – 323, inclusive and 343** are hereby amended to correspond with the Amended Unit Boundaries, as more particularly described on **Exhibit A** attached hereto and incorporated herein and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

Any portions of **Unit Nos. 320 – 323, inclusive and 343** now included as part of the Amended Unit Boundaries, to the extent not previously converted, all as set forth on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans of Hastings, a Planned Community, dated April 7, 2022, consisting of a total of two (2) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, 8, 9, and 10 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 18803, Page 477, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Eleventh Amendment recorded with the Recorder's Office at Book DE, Volume 18835, Page 427, and Twelfth Amendment recorded with the Recorder's Office at Book DE Volume 18841, Page 404. All such Plats and Plans are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached Amended Declaration Plats and Plans of Hastings, a Planned Community.





NOTES:

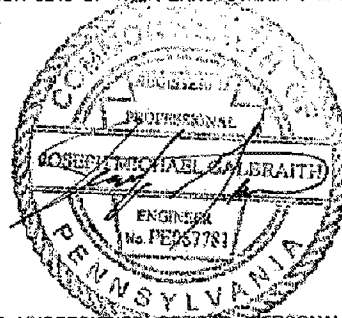
1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE THIRTEENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18803, PAGE 477, TENTH AMENDMENT RECORDED AT BOOK DE VOLUME 18818, PAGE 232, ELEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18835, PAGE 427, TWELFTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18841, PAGE 404 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. THE DIMENSIONS AND LOCATIONS OF UNITS 320-323, INCLUSIVE AND 343, AS SET FORTH ON THIS AMENDED DECLARATION PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF THE FOREGOING UNITS AS SET FORTH ON THE PRIOR PLATS AND PLANS SUCH THAT THE DIMENSIONS AND LOCATIONS OF SUCH UNITS SET FORTH HEREON SHALL CONTROL.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
6. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
7. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.

CERTIFICATION

THE UNDERSIGNED, JOSEPH M. GALBRAITH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE087781), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF TWO (2) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

*Joseph M. Galbraith*  
 JOSEPH M. GALBRAITH  
 DATE: 2022-04-08

(SEAL)



COMMONWEALTH OF PENNSYLVANIA :  
 SS.  
 COUNTY OF ALLEGHENY :

ON THIS, THE 8<sup>th</sup> DAY OF April, 2022, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOSEPH M. GALBRAITH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

*Shanin D. Asbury*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 11/8/22 (SEAL)

Commonwealth of Pennsylvania - Notary Seal  
 Shanin D. Asbury, Notary Public  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries

	<b>GATEWAY®</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-8284
	AMENDED DECLARATION PLATS AND PLANS HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	

PAGE 2 OF 2 18927-0078  
 DATE: 2022-04-07 SCALE: N.T.S. DWG. NO.: 102,836

PM: JMG DB: AMU CB: JMG

**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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**Document Number: 2022-21538  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: July 08, 2022  
Recorded At: 12:47:14 pm  
Number of Pages:24  
Book-VI/Pg: Bk-DE VI-18969 Pg-380  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4140371  
Processed By: Lois Manuel**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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**Jessica Garofolo, Director  
Rich Fitzgerald, County Executive**

**512906****DRE Certified****06-Jul-2022 03:09P\Int By: T G**

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
 McNees Wallace & Nurick LLC  
 100 Pine Street  
 P.O. Box 1166  
 Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**FOURTEENTH AMENDMENT  
 TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
 AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
 HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Fourteenth Amendment (this "Amendment") is made as of this 6th day of July, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common

Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, a certain Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, and a certain Twelfth Amendment recorded with the Recorder's Office at Book DE, Volume 18841, Page 404, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three-hundred thirteen (313).

D. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to three-hundred eighteen (318).

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to the Unit hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The Certificate of Completion for **Unit Nos. 384 – 388, inclusive** is attached hereto and incorporated herein as **Exhibit D**.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***



## EXHIBIT A

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 384 – 388, inclusive**, together with the Limited Common Element appurtenant thereto, bounded and described as Planned Community Phase 11 (as distinguished from any Subdivision of Land Development Phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Planned Community Phase 11 of Hastings, a Planned Community, dated July 5, 2022, consisting of a total of two (2) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 11 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, 8, 9, and 10 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 18803, Page 477, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Eleventh Amendment recorded with the Recorder's Office at Book DE, Volume 18835, Page 427, Twelfth Amendment recorded with the Recorder's Office at Book DE, Volume 18841, Page 404, and Thirteenth Amendment to Declaration recorded with the Recorder's Office at Book DE, Volume 18857, Page 439.

All such Plats and Plans are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached Amended Declaration Plats and Plans for Planned Community Phase 11 of Hastings, a Planned Community.





NOTES:

1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE FOURTEENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18803, PAGE 477, TENTH AMENDMENT RECORDED AT BOOK DE VOLUME 18818, PAGE 232, ELEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18835, PAGE 427, TWELFTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18841, PAGE 404 AND THIRTEETH AMENDMENT RECORDED AT BOOK DE, VOLUME 18857, PAGE 439 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. PLANNED COMMUNITY PHASE II CONSISTS OF UNITS 384-388, INCLUSIVE.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
6. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
7. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.

CERTIFICATION

THE UNDERSIGNED, PATRICK T. COOPER, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE42416E), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF TWO (2) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

*Patrick T. Cooper*  
 PATRICK T. COOPER  
 DATE: 7-5-22

[SEAL]

COMMONWEALTH OF PENNSYLVANIA :  
 SS.

COUNTY OF ALLEGHENY :

ON THIS, THE 5<sup>TH</sup> DAY OF July, 2022, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED PATRICK T. COOPER, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

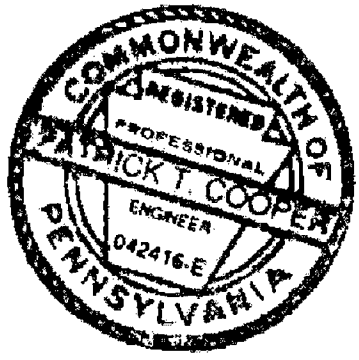
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Commonwealth of Pennsylvania - Notary Seal  
**Shanin D. Asbury, Notary Public**  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries

*Shanin D. Asbury*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-8-2022

(SEAL)



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>GATEWAY®</b>

AMENDED DECLARATION PLATS AND PLANS  
 FOR PHASE 11 OF HASTINGS, A PLANNED COMMUNITY  
 SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 2 OF 2	18927-0078
DATE: 2022-07-05	SCALE: N.T.S.
	DWG. NO.: 102.836

PM: DMH DB: JMG CB: PTC

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## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1</b>			
101	A	.3144	1
102	A	.3144	1
103	A	.3144	1
104	A	.3144	1
105	A	.3144	1
106	A	.3144	1
107	A	.3144	1
108	A	.3144	1
109	A	.3144	1
110	A	.3144	1
111	A	.3144	1
112	A	.3144	1
113	A	.3144	1
114	A	.3144	1
115	A	.3144	1
116	A	.3144	1
117	A	.3144	1
118	A	.3144	1
119	A	.3144	1
120	A	.3144	1
121	A	.3144	1
122	A	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
123	A	.3144	1
124	A	.3144	1
125	A	.3144	1
126	A	.3144	1
127	C	.3144	1
128	C	.3144	1
129	C	.3144	1
130	C	.3144	1
131	C	.3144	1
132	C	.3144	1
133	B	.3144	1
134	B	.3144	1
135	B	.3144	1
136	B	.3144	1
137	B	.3144	1
138	B	.3144	1
139	B	.3144	1
140	B	.3144	1
141	B	.3144	1
142	B	.3144	1
143	B	.3144	1
144	B	.3144	1
145	B	.3144	1
146	B	.3144	1
147	B	.3144	1
148	B	.3144	1
149	B	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
150	B	.3144	1
151	B	.3144	1
152	B	.3144	1
153	B	.3144	1
154	B	.3144	1
155	B	.3144	1
156	B	.3144	1
161	B	.3144	1
162	B	.3144	1
163	B	.3144	1
164	B	.3144	1
165	B	.3144	1
166	B	.3144	1
167	B	.3144	1
168	B	.3144	1
169	B	.3144	1
170	B	.3144	1
171	B	.3144	1
172	B	.3144	1
173	B	.3144	1
174	B	.3144	1
175	B	.3144	1
176	B	.3144	1
177	B	.3144	1
178	B	.3144	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
182-R	B	.3144	1
183-R	B	.3144	1
184-R	B	.3144	1
189	C	.3144	1
190	C	.3144	1
191	C	.3144	1
192	C	.3144	1
193	C	.3144	1
194	C	.3144	1
195	C	.3144	1
196	C	.3144	1
197	C	.3144	1
198	C	.3144	1
199-R	B	.3144	1
200-R	B	.3144	1
201-R	B	.3144	1
202-R	B	.3144	1
203-R	B	.3144	1
204-R	B	.3144	1
205-R	B	.3144	1
206-R	B	.3144	1
207-R	B	.3144	1
208-R	B	.3144	1
209-R	B	.3144	1
210-R	B	.3144	1
211-R	B	.3144	1
212-R	B	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
213-A-R	B	.3144	1
213-B-R	B	.3144	1
213-C-R	B	.3144	1
213-D-R	B	.3144	1
213-E-R	B	.3144	1
<b>Existing Planned Community Phase 3</b>			
214	A	.3144	1
215	A	.3144	1
216	A	.3144	1
217	A	.3144	1
218	A	.3144	1
219	A	.3144	1
220	A	.3144	1
221	A	.3144	1
222	A	.3144	1
223	A	.3144	1
224	A	.3144	1
225	A	.3144	1
226	A	.3144	1
227	A	.3144	1
228	A	.3144	1
229	A	.3144	1
230	A	.3144	1
231	A	.3144	1
232	A	.3144	1
233	A	.3144	1
234	A	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
235	A	.3144	1
236	A	.3144	1
237	A	.3144	1
238	A	.3144	1
239	A	.3144	1
240	A	.3144	1
241	A	.3144	1
242	A	.3144	1
243	C	.3144	1
244	C	.3144	1
245	C	.3144	1
246	C	.3144	1
247	C	.3144	1
248	C	.3144	1
250	C	.3144	1
251	C	.3144	1
252	C	.3144	1
253	C	.3144	1
254	C	.3144	1
255	C	.3144	1
256	C	.3144	1
257	C	.3144	1
258	C	.3144	1
259	C	.3144	1
260	B	.3144	1
261	B	.3144	1
262	B	.3144	1
263	B	.3144	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
264	B	.3144	1
265	B	.3144	1
266	B	.3144	1
267	B	.3144	1
268	B	.3144	1
269	B	.3144	1
270	B	.3144	1
271	B	.3144	1
272	B	.3144	1
273	B	.3144	1
274	B	.3144	1
275	B	.3144	1
276	B	.3144	1
277	B	.3144	1
278	B	.3144	1
279	B	.3144	1
280-A	D	.3144	1
280-B	D	.3144	1
280-C	D	.3144	1
280-D	D	.3144	1
280-E	D	.3144	1
280-F	D	.3144	1
280-G	D	.3144	1
280-H	D	.3144	1
281-A	D	.3144	1
281-B	D	.3144	1
281-C	D	.3144	1
281-D	D	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
281-E	D	.3144	1
281-F	D	.3144	1
281-G	D	.3144	1
281-H	D	.3144	1
282	B	.3144	1
283	B	.3144	1
284	B	.3144	1
285	B	.3144	1
286	B	.3144	1
287	B	.3144	1
288	B	.3144	1
289	B	.3144	1
290	B	.3144	1
291	B	.3144	1
292	B	.3144	1
293	B	.3144	1
294	B	.3144	1
295	B	.3144	1
296	B	.3144	1
297	B	.3144	1
298	B	.3144	1
299	B	.3144	1
300	B	.3144	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	.3144	1
401-B	E	.3144	1
401-C	E	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
401-D	E	.3144	1
401-E	E	.3144	1
401 -F	E	.3144	1
402-A	E	.3144	1
402-B	E	.3144	1
402-C	E	.3144	1
402-D	E	.3144	1
402-E	E	.3144	1
402-F	E	.3144	1
403-A	E	.3144	1
403-B	E	.3144	1
403-C	E	.3144	1
403-D	E	.3144	1
403-E	E	.3144	1
403-F	E	.3144	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	.3144	1
<b>Existing Planned Community Phase 6</b>			
315	A	.3144	1
316	B	.3144	1
<b>Existing Planned Community Phase 7</b>			
344	B	.3144	1
345	B	.3144	1
346	B	.3144	1
347	B	.3144	1
348	B	.3144	1
354	B	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
361	B	.3144	1
367	B	.3144	1
368	B	.3144	1
369	B	.3144	1
370	B	.3144	1
371	B	.3144	1
<b>Existing Planned Community Phase 8</b>			
338	F	.3144	1
339	B	.3144	1
340	B	.3144	1
341	B	.3144	1
342	B	.3144	1
343	B	.3144	1
355	B	.3144	1
356	B	.3144	1
357	B	.3144	1
358	B	.3144	1
359	B	.3144	1
360	B	.3144	1
<b>Existing Planned Community Phase 9</b>			
309	B	.3144	1
310	B	.3144	1
311	B	.3144	1
312	B	.3144	1
313	A	.3144	1
314	A	.3144	1
317	B	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
318	B	.3144	1
319	B	.3144	1
320	B	.3144	1
321	B	.3144	1
322	B	.3144	1
323	B	.3144	1
326	A	.3144	1
327	A	.3144	1
328	A	.3144	1
329	A	.3144	1
330	A	.3144	1
331	A	.3144	1
332	A	.3144	1
333	A	.3144	1
334	A	.3144	1
335	A	.3144	1
336	A	.3144	1
350	B	.3144	1
351	B	.3144	1
352	B	.3144	1
353	B	.3144	1
372	A	.3144	1
373	A	.3144	1
374	A	.3144	1
375	A	.3144	1
390	A	.3144	1
391	A	.3144	1
392	A	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
393	A	.3144	1
394	A	.3144	1
395	A	.3144	1
396	A	.3144	1
397	A	.3144	1
398	A	.3144	1
399	A	.3144	1
400	A	.3144	1
401	A	.3144	1
402	A	.3144	1
<b>Existing Planned Community Phase 10</b>			
338-A	D	.3144	1
338-B	D	.3144	1
338-C	D	.3144	1
338-D	D	.3144	1
338-E	D	.3144	1
338-F	D	.3144	1
338-G	D	.3144	1
338-H	D	.3144	1
349-A	D	.3144	1
349-B	D	.3144	1
349-C	D	.3144	1
349-D	D	.3144	1
349-E	D	.3144	1
349-F	D	.3144	1
349-G	D	.3144	1
349-H	D	.3144	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>New Planned Community Phase 11</b>			
384	B	.3144	1
385	B	.3144	1
386	B	.3144	1
387	B	.3144	1
388	B	.3144	1
<b>TOTAL UNITS – 318</b>			
		<b>99.97%</b>	<b>318</b>

**EXHIBIT D****CERTIFICATE OF COMPLETION**

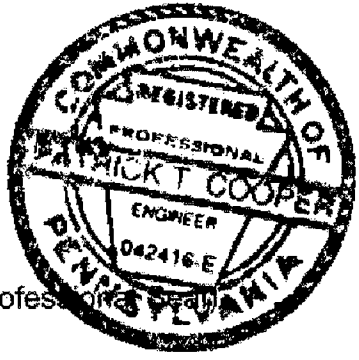
The undersigned, **PATRICK T. COOPER**, being a Registered Professional Engineer (**Pennsylvania License No. PE42416E**), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate at Book DE, Volume 17148, Page 1, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) **Unit Nos. 384 – 388, inclusive**, within the Community are not part of and do not constitute a structure, and therefore there are no structural components and common element mechanical systems of a structure that Declarant is required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.

**[Signature Page Follows]**



IN WITNESS WHEREOF, this Certificate is executed this 5<sup>th</sup> day of July, 2022.



(Professional Engineer)

Signature:

*Patrick T. Cooper*

Name: **PATRICK T. COOPER**

Title: Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :

:

SS

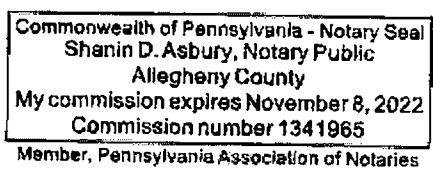
COUNTY OF Allegheny :

:

On this, the 5<sup>th</sup> day of July, 2022, before me, the undersigned officer, personally appeared **PATRICK T. COOPER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

(SEAL)



*Shanin D. Asbury*  
Notary Public

My Commission Expires: November 8, 2022

**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

\*\*\*\* Electronically Filed Document \*\*\*\*

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

**Department of Real Estate Stamp**

**Document Number: 2022-23601  
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Recording Fee: \$181.75  
Parties:  
CHARTER HOMES AT HASTINGS INC  
CHARTER HOMES AT HASTINGS INC  
Receipt Number: 4147620  
Processed By: Patricia Rankin**

NOTE-  
  
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jessica Garofolo*  
Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**515302**

**DRE Certified**

**25-Jul-2022 03:27P\Int By: A G**

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**FIFTEENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Fifteenth Amendment (this "Amendment") is made as of this 25th day of July, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common

Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate boundaries between Units created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, a certain Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, a certain Twelfth Amendment recorded with the Recorder's Office at Book DE, Volume 18841, Page 404, and a certain Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18969, Page 380, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three-hundred eighteen (318).

E. Declarant now desires to exercise its Conversion Rights and its Boundary Relocation Rights to convert a portion of the Convertible Real Estate, more particularly

described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to three hundred twenty-six (326) and to amend the boundaries surrounding **Unit Nos. 367 – 375, inclusive**, as depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the "Amended Unit Boundaries").

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to the Units hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The Amended Unit Boundaries are hereby amended as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

4. The Certificate of Completion for **Unit No. 180-RR** and **Unit Nos. 376 – 383, inclusive**, is attached hereto and incorporated herein as **Exhibit D**.

5. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.



**EXHIBIT A****LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 376 – 383, inclusive**, together with any Limited Common Elements appurtenant thereto as more particularly described in the Declaration bounded and described as Planned Community Phase 12 (as distinguished from any Subdivision or Land Development Phase), and any portion of these **Unit Nos. 367 – 375, inclusive** now included as part of the Amended Unit Boundaries, to the extent not previously converted, all as set forth on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**

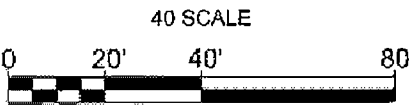
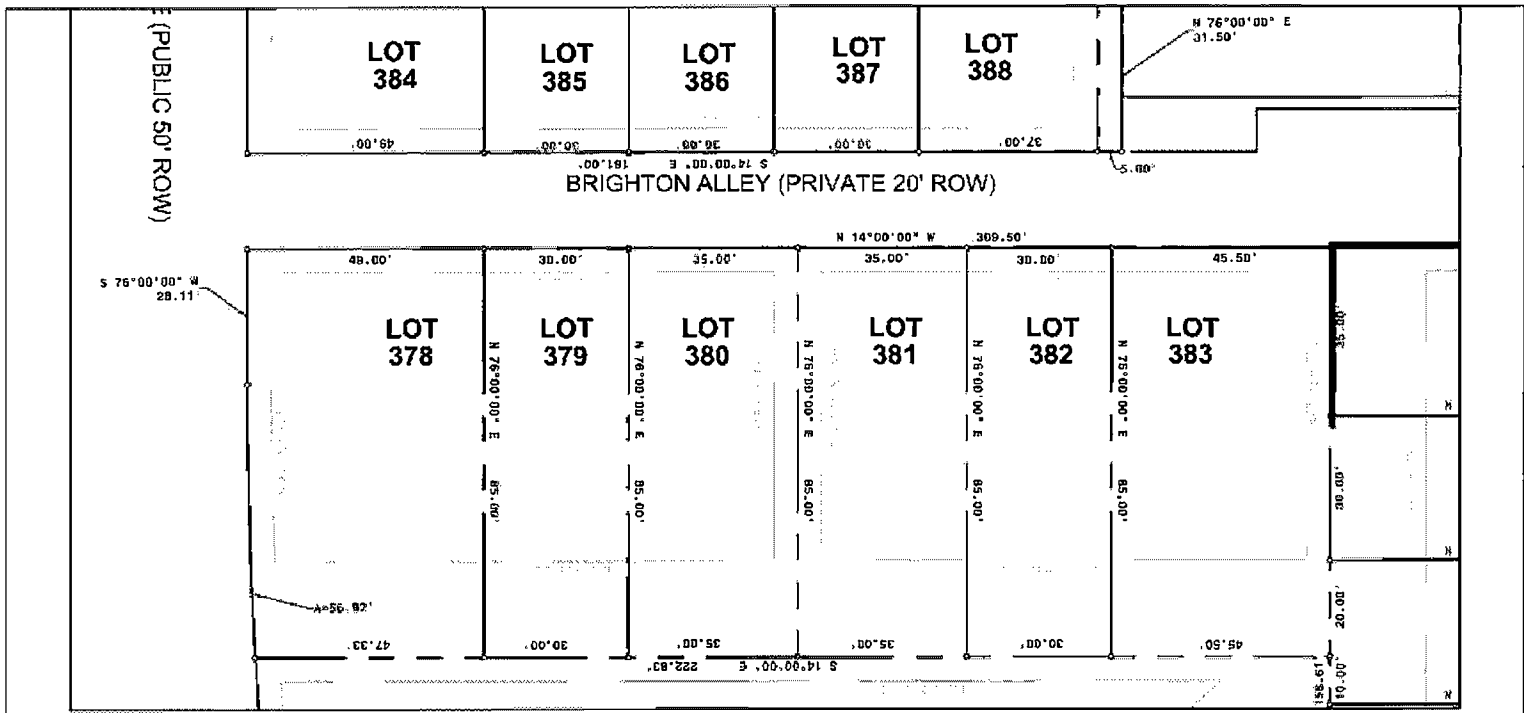
## **EXHIBIT B**

### **AMENDED PLATS AND PLANS**

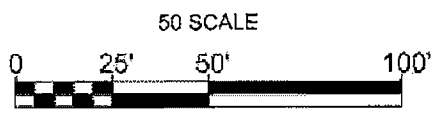
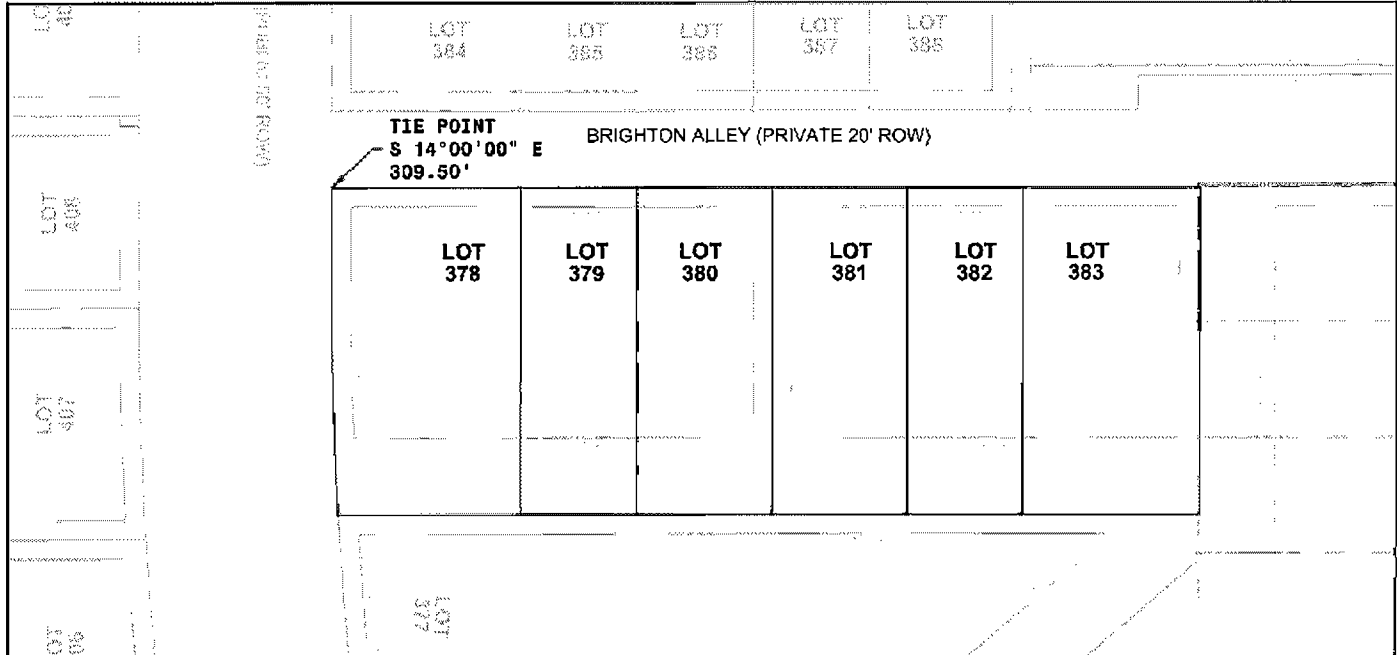
The Amended Declaration Plats and Plans for Planned Community Phase 12 of Hastings, a Planned Community, dated July 20, 2022, consisting of a total of four (4) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 12 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, 8, 9, 10, and 11 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 18803, Page 477, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Eleventh Amendment recorded with the Recorder's Office at Book DE, Volume 18835, Page 427, Twelfth Amendment recorded with the Recorder's Office at Book DE, Volume 18841, Page 404, Thirteenth Amendment to Declaration recorded with the Recorder's Office at Book DE, Volume 18857, Page 439, and Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume, 18969, Page 380.

All such Plats and Plans are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached Amended Declaration Plats and Plans for Planned Community Phase 12 of Hastings, a Planned Community.





TIE MAP



**GATEWAY**<sup>®</sup>

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

**AMENDED DECLARATION PLATS AND PLANS  
 FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY**  
 SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

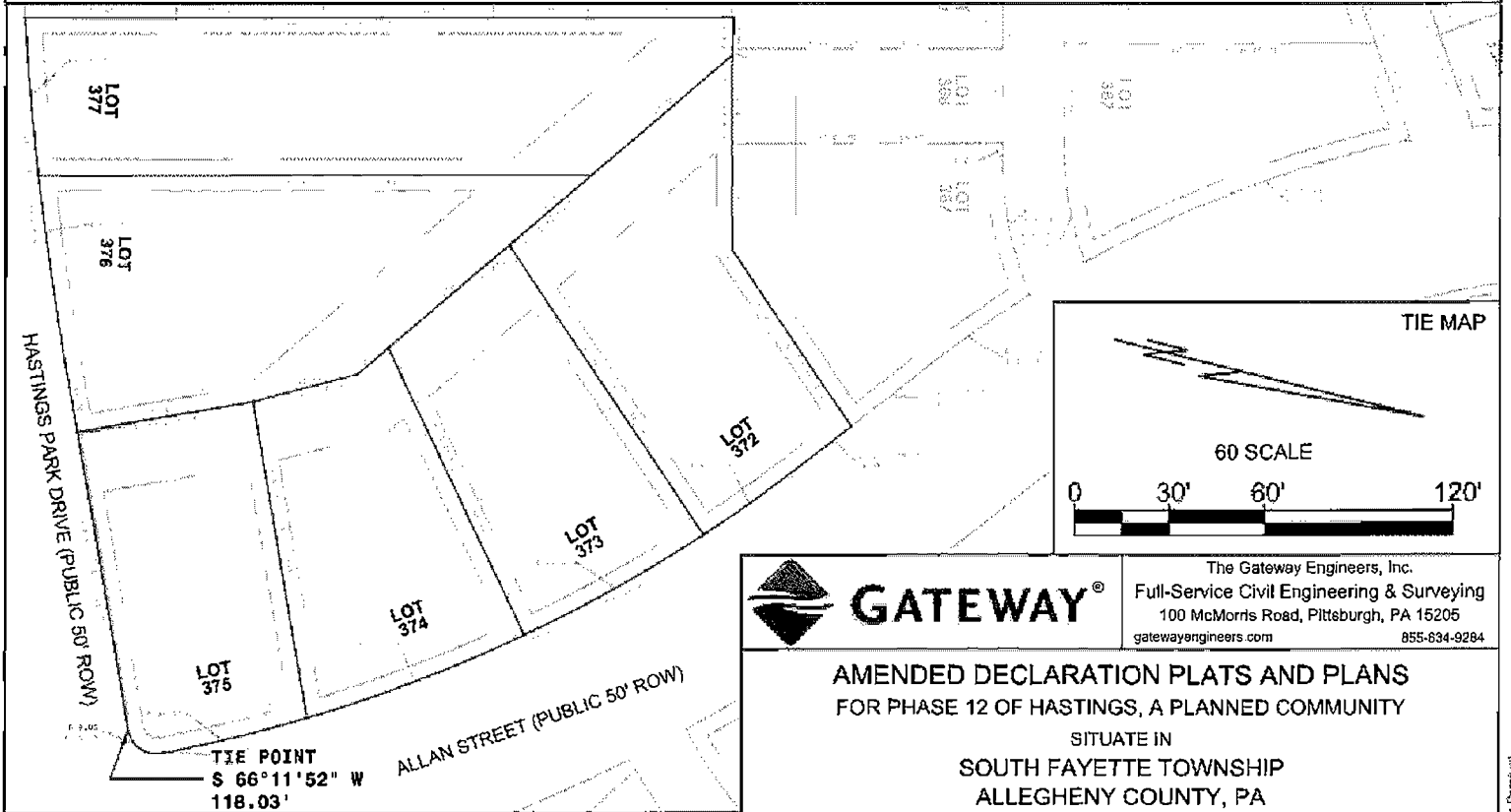
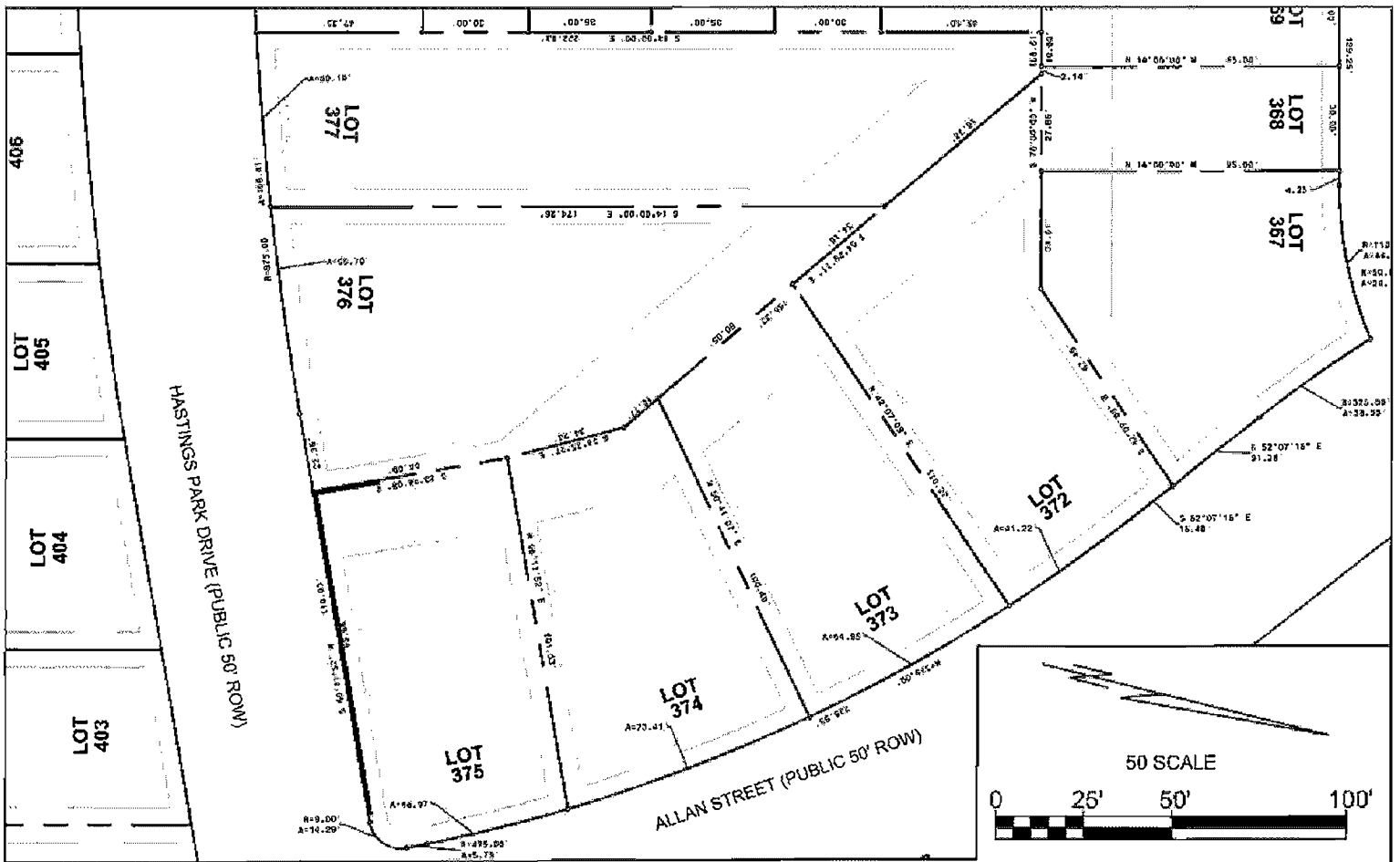
OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 580-1400

PM: DMH DB: JMG CB: JSS

PAGE 1 OF 4	18927-0078
DATE: 2022-07-20	DWG. NO.: 102,836
SCALE: AS SHOWN	

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OWNER INFORMATION:  
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**AMENDED DECLARATION PLATS AND PLANS  
 FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY**  
 SITUATE IN  
 SOUTH YACETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 3 OF 4	18927-0078
DATE: 2022-07-20	SCALE: AS SHOWN
	DWG. NO.: 102,836

NOTES:

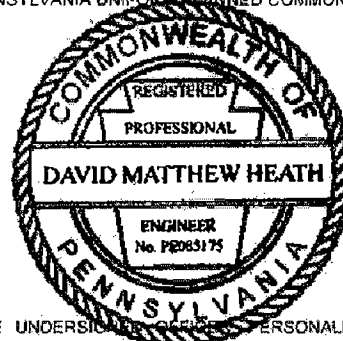
1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE FIFTEENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HERewith TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18803, PAGE 477, TENTH AMENDMENT RECORDED AT BOOK DE VOLUME 18818, PAGE 232, ELEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18835, PAGE 427, TWELFTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18841, PAGE 404, THIRTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18857, PAGE 439, AND FOURTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18969, PAGE 380 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. PLANNED COMMUNITY PHASE 12 CONSISTS OF UNITS 376 - 383, INCLUSIVE.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
6. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
7. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.
8. THE DIMENSIONS AND LOCATIONS OF UNITS 367-375, INCLUSIVE, AS SET FORTH ON THESE AMENDED DECLARATION PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF UNITS 367-375, INCLUSIVE, AS SET FORTH ON ANY PRIOR PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, SUCH THAT THE DIMENSIONS AND LOCATIONS OF UNITS 367-375, INCLUSIVE, SET FORTH HEREON SHALL CONTROL.

CERTIFICATION

THE UNDERSIGNED, DAVID M. HEATH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE086175), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF FOUR (4) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

*[Signature]*  
 DAVID M. HEATH  
 DATE: 7/25/2022

[SEAL]



COMMONWEALTH OF PENNSYLVANIA: SS.  
 COUNTY OF ALLEGHENY :

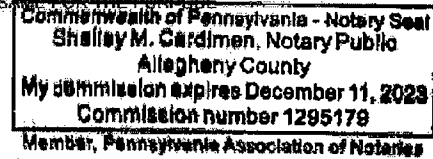
ON THIS, THE 25<sup>th</sup> DAY OF July, 2022, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED DAVID M. HEATH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

*[Signature]*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2023

(SEAL)



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS</b> <b>FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY</b> SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>

PAGE 4 OF 4	18927-0078
DATE: 2022-07-20	SCALE: N.T.S.
PM: DMH DB: JMG CB: JSS	DWG. NO.: 102,836

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## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1</b>			
101	A	.3067	1
102	A	.3067	1
103	A	.3067	1
104	A	.3067	1
105	A	.3067	1
106	A	.3067	1
107	A	.3067	1
108	A	.3067	1
109	A	.3067	1
110	A	.3067	1
111	A	.3067	1
112	A	.3067	1
113	A	.3067	1
114	A	.3067	1
115	A	.3067	1
116	A	.3067	1
117	A	.3067	1
118	A	.3067	1
119	A	.3067	1
120	A	.3067	1
121	A	.3067	1
122	A	.3067	1
123	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	.3067	1
125	A	.3067	1
126	A	.3067	1
127	C	.3067	1
128	C	.3067	1
129	C	.3067	1
130	C	.3067	1
131	C	.3067	1
132	C	.3067	1
133	B	.3067	1
134	B	.3067	1
135	B	.3067	1
136	B	.3067	1
137	B	.3067	1
138	B	.3067	1
139	B	.3067	1
140	B	.3067	1
141	B	.3067	1
142	B	.3067	1
143	B	.3067	1
144	B	.3067	1
145	B	.3067	1
146	B	.3067	1
147	B	.3067	1
148	B	.3067	1
149	B	.3067	1
150	B	.3067	1
151	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
152	B	.3067	1
153	B	.3067	1
154	B	.3067	1
155	B	.3067	1
156	B	.3067	1
161	B	.3067	1
162	B	.3067	1
163	B	.3067	1
164	B	.3067	1
165	B	.3067	1
166	B	.3067	1
167	B	.3067	1
168	B	.3067	1
169	B	.3067	1
170	B	.3067	1
171	B	.3067	1
172	B	.3067	1
173	B	.3067	1
174	B	.3067	1
175	B	.3067	1
176	B	.3067	1
177	B	.3067	1
178	B	.3067	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	.3067	1
182-R	B	.3067	1
183-R	B	.3067	1
184-R	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
189	C	.3067	1
190	C	.3067	1
191	C	.3067	1
192	C	.3067	1
193	C	.3067	1
194	C	.3067	1
195	C	.3067	1
196	C	.3067	1
197	C	.3067	1
198	C	.3067	1
199-R	B	.3067	1
200-R	B	.3067	1
201-R	B	.3067	1
202-R	B	.3067	1
203-R	B	.3067	1
204-R	B	.3067	1
205-R	B	.3067	1
206-R	B	.3067	1
207-R	B	.3067	1
208-R	B	.3067	1
209-R	B	.3067	1
210-R	B	.3067	1
211-R	B	.3067	1
212-R	B	.3067	1
213-A-R	B	.3067	1
213-B-R	B	.3067	1
213-C-R	B	.3067	1
213-D-R	B	.3067	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
213-E-R	B	.3067	1
<b>Existing Planned Community Phase 3</b>			
214	A	.3067	1
215	A	.3067	1
216	A	.3067	1
217	A	.3067	1
218	A	.3067	1
219	A	.3067	1
220	A	.3067	1
221	A	.3067	1
222	A	.3067	1
223	A	.3067	1
224	A	.3067	1
225	A	.3067	1
226	A	.3067	1
227	A	.3067	1
228	A	.3067	1
229	A	.3067	1
230	A	.3067	1
231	A	.3067	1
232	A	.3067	1
233	A	.3067	1
234	A	.3067	1
235	A	.3067	1
236	A	.3067	1
237	A	.3067	1
238	A	.3067	1
239	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
240	A	.3067	1
241	A	.3067	1
242	A	.3067	1
243	C	.3067	1
244	C	.3067	1
245	C	.3067	1
246	C	.3067	1
247	C	.3067	1
248	C	.3067	1
250	C	.3067	1
251	C	.3067	1
252	C	.3067	1
253	C	.3067	1
254	C	.3067	1
255	C	.3067	1
256	C	.3067	1
257	C	.3067	1
258	C	.3067	1
259	C	.3067	1
260	B	.3067	1
261	B	.3067	1
262	B	.3067	1
263	B	.3067	1
264	B	.3067	1
265	B	.3067	1
266	B	.3067	1
267	B	.3067	1
268	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
269	B	.3067	1
270	B	.3067	1
271	B	.3067	1
272	B	.3067	1
273	B	.3067	1
274	B	.3067	1
275	B	.3067	1
276	B	.3067	1
277	B	.3067	1
278	B	.3067	1
279	B	.3067	1
280-A	D	.3067	1
280-B	D	.3067	1
280-C	D	.3067	1
280-D	D	.3067	1
280-E	D	.3067	1
280-F	D	.3067	1
280-G	D	.3067	1
280-H	D	.3067	1
281-A	D	.3067	1
281-B	D	.3067	1
281-C	D	.3067	1
281-D	D	.3067	1
281-E	D	.3067	1
281-F	D	.3067	1
281-G	D	.3067	1
281-H	D	.3067	1
282	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
283	B	.3067	1
284	B	.3067	1
285	B	.3067	1
286	B	.3067	1
287	B	.3067	1
288	B	.3067	1
289	B	.3067	1
290	B	.3067	1
291	B	.3067	1
292	B	.3067	1
293	B	.3067	1
294	B	.3067	1
295	B	.3067	1
296	B	.3067	1
297	B	.3067	1
298	B	.3067	1
299	B	.3067	1
300	B	.3067	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	.3067	1
401-B	E	.3067	1
401-C	E	.3067	1
401-D	E	.3067	1
401-E	E	.3067	1
401 -F	E	.3067	1
402-A	E	.3067	1
402-B	E	.3067	1
402-C	E	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
402-D	E	.3067	1
402-E	E	.3067	1
402-F	E	.3067	1
403-A	E	.3067	1
403-B	E	.3067	1
403-C	E	.3067	1
403-D	E	.3067	1
403-E	E	.3067	1
403-F	E	.3067	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	.3067	1
<b>Existing Planned Community Phase 6</b>			
315	A	.3067	1
316	B	.3067	1
<b>Existing Planned Community Phase 7</b>			
344	B	.3067	1
345	B	.3067	1
346	B	.3067	1
347	B	.3067	1
348	B	.3067	1
354	B	.3067	1
361	B	.3067	1
367	B	.3067	1
368	B	.3067	1
369	B	.3067	1
370	B	.3067	1
371	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 8</b>			
338	F	.3067	1
339	B	.3067	1
340	B	.3067	1
341	B	.3067	1
342	B	.3067	1
343	B	.3067	1
355	B	.3067	1
356	B	.3067	1
357	B	.3067	1
358	B	.3067	1
359	B	.3067	1
360	B	.3067	1
<b>Existing Planned Community Phase 9</b>			
309	B	.3067	1
310	B	.3067	1
311	B	.3067	1
312	B	.3067	1
313	A	.3067	1
314	A	.3067	1
317	B	.3067	1
318	B	.3067	1
319	B	.3067	1
320	B	.3067	1
321	B	.3067	1
322	B	.3067	1
323	B	.3067	1
326	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
327	A	.3067	1
328	A	.3067	1
329	A	.3067	1
330	A	.3067	1
331	A	.3067	1
332	A	.3067	1
333	A	.3067	1
334	A	.3067	1
335	A	.3067	1
336	A	.3067	1
350	B	.3067	1
351	B	.3067	1
352	B	.3067	1
353	B	.3067	1
372	A	.3067	1
373	A	.3067	1
374	A	.3067	1
375	A	.3067	1
390	A	.3067	1
391	A	.3067	1
392	A	.3067	1
393	A	.3067	1
394	A	.3067	1
395	A	.3067	1
396	A	.3067	1
397	A	.3067	1
398	A	.3067	1
399	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
400	A	.3067	1
401	A	.3067	1
402	A	.3067	1
<b>Existing Planned Community Phase 10</b>			
338-A	D	.3067	1
338-B	D	.3067	1
338-C	D	.3067	1
338-D	D	.3067	1
338-E	D	.3067	1
338-F	D	.3067	1
338-G	D	.3067	1
338-H	D	.3067	1
349-A	D	.3067	1
349-B	D	.3067	1
349-C	D	.3067	1
349-D	D	.3067	1
349-E	D	.3067	1
349-F	D	.3067	1
349-G	D	.3067	1
349-H	D	.3067	1
<b>Existing Planned Community Phase 11</b>			
384	B	.3067	1
385	B	.3067	1
386	B	.3067	1
387	B	.3067	1
388	B	.3067	1
<b>New Planned Community Phase 12</b>			
376	A	.3067	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
377	A	.3067	1
378	B	.3067	1
379	B	.3067	1
380	B	.3067	1
381	B	.3067	1
382	B	.3067	1
383	B	.3067	1
<b>TOTAL UNITS – 326</b>			
		<b>99.98%</b>	<b>326</b>

**EXHIBIT D****CERTIFICATE OF COMPLETION**

The undersigned, **DAVID M. HEATH**, being a Registered Professional Engineer (**Pennsylvania License No. PE085175**), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate at Book DE, Volume 17148, Page 1, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) At the time **Unit No. 180-RR** was created within the Community, there were no structural components and common element mechanical systems of a structure that Declarant was required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.
- (b) **Unit No. 180-RR** within the Community, from the time of such unit's creation, was substantially completed in accordance with the descriptions set forth in both the Declaration and the applicable public offering statement.
- (c) **Unit Nos. 376 – 383, inclusive**, within the Community are not part of and do not constitute a structure, and therefore there are no structural components and common element mechanical systems of a structure that Declarant is required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.
- (d) **Unit Nos. 376 – 383, inclusive**, within the Community are substantially completed in accordance with the descriptions set forth in both the Declaration and the applicable public offering statement.

**[Signature Page Follows]**





**515584**

DRE Certified

27-Jul-2022 10:52A\Int By: A G

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**DECLARANT IS RE-RECORDING THIS FIFTEENTH AMENDMENT AS A CORRECTIVE MEASURE TO ENSURE THE PLATS AND PLANS FOR PHASE 12, ATTACHED HERETO AS EXHIBIT B, ARE OF A LEGIBLE QUALITY.**

**FIFTEENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Fifteenth Amendment (this "Amendment") is made as of this 25<sup>th</sup> day of July, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate boundaries between Units created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, a certain Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, a certain Twelfth Amendment recorded with the Recorder's Office at Book DE, Volume 18841, Page 404, and a certain Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18969, Page 380, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three-hundred eighteen (318).

E. Declarant now desires to exercise its Conversion Rights and its Boundary Relocation Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements, thus increasing the total number of Units in the Community to three hundred twenty-six (326) and to amend the boundaries surrounding **Unit Nos. 367 – 375, inclusive**, as depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the "Amended Unit Boundaries").

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit A** hereto, is hereby converted into the Unit and any Limited Common Elements appurtenant thereto as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to the Units hereby created out of the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

3. The Amended Unit Boundaries are hereby amended as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

4. The Certificate of Completion for **Unit No. 180-RR** and **Unit Nos. 376 – 383, inclusive**, is attached hereto and incorporated herein as **Exhibit D**.

5. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and Limited Common Elements hereby created.



IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed  
as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By: *Diane M. Dostich*  
Name: Diane M. Dostich  
Title: Vice President

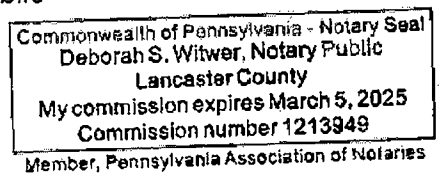
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Lancaster :

On this, the 25<sup>th</sup> day of July, 2022, before me, a Notary Public, the undersigned officer, personally appeared Diane M. Dostich, who acknowledged himself/herself to be the Vice President of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such officer.

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

*Deborah S. Witwer*  
Notary Public

(SEAL)



My commission expires: March 5, 2025

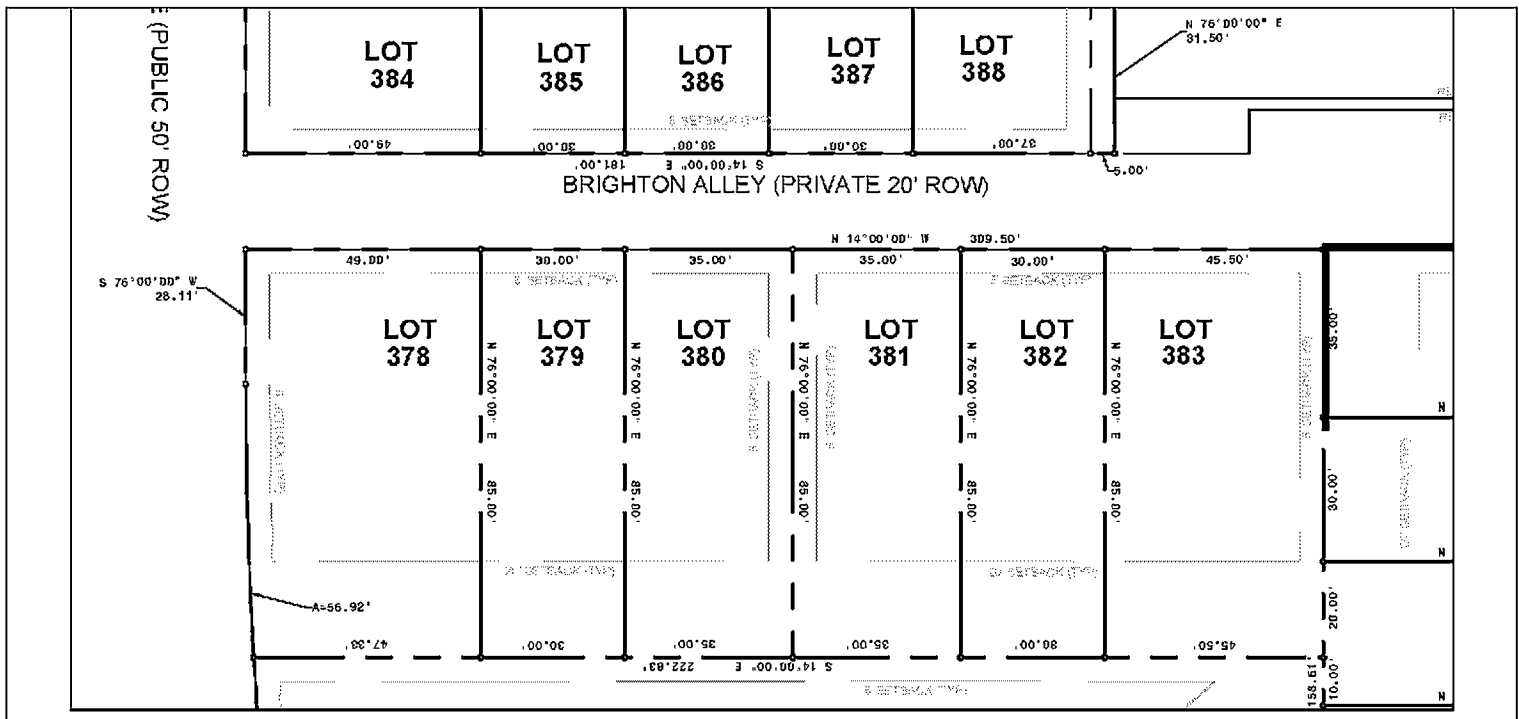
**EXHIBIT A****LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly designated as and consisting of **Unit Nos. 376 – 383, inclusive**, together with any Limited Common Elements appurtenant thereto as more particularly described in the Declaration bounded and described as Planned Community Phase 12 (as distinguished from any Subdivision or Land Development Phase), and any portion of these **Unit Nos. 367 – 375, inclusive** now included as part of the Amended Unit Boundaries, to the extent not previously converted, all as set forth on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**

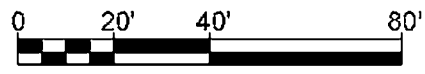
**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Planned Community Phase 12 of Hastings, a Planned Community, dated July 20, 2022, consisting of a total of four (4) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans for Planned Community Phase 12 of the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, 8, 9, 10, and 11 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 18803, Page 477, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Eleventh Amendment recorded with the Recorder's Office at Book DE, Volume 18835, Page 427, Twelfth Amendment recorded with the Recorder's Office at Book DE, Volume 18841, Page 404, Thirteenth Amendment to Declaration recorded with the Recorder's Office at Book DE, Volume 18857, Page 439, and Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume, 18969, Page 380.

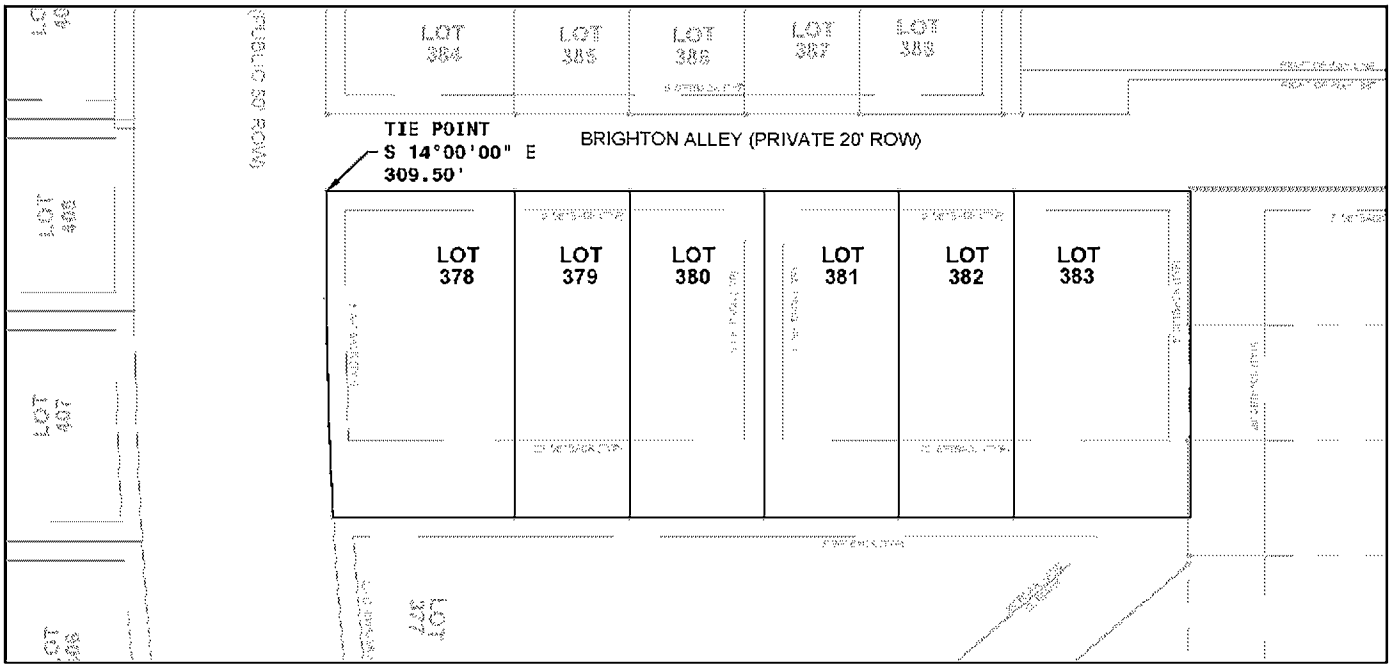
All such Plats and Plans are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached Amended Declaration Plats and Plans for Planned Community Phase 12 of Hastings, a Planned Community.



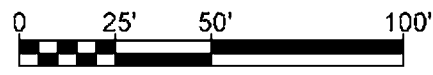

40 SCALE



TIE MAP



50 SCALE

**GATEWAY**<sup>®</sup>  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 560-1400

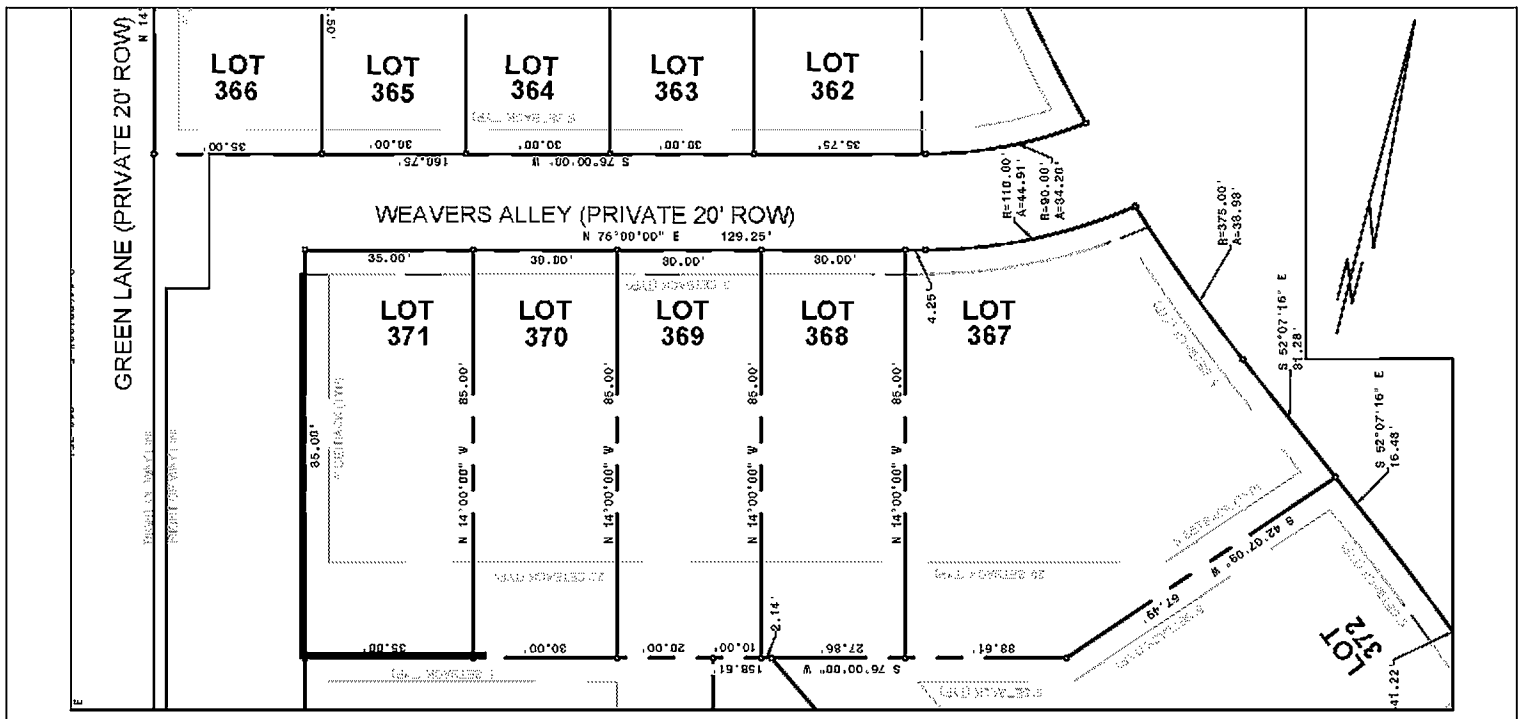
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AMENDED DECLARATION PLATS AND PLANS  
 FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY  
 SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

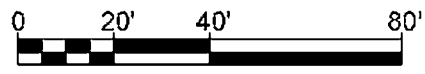
PAGE 1 OF 4 18927-0078

DATE: 2022-07-20 SCALE: AS SHOWN DWG. NO.: 102,836

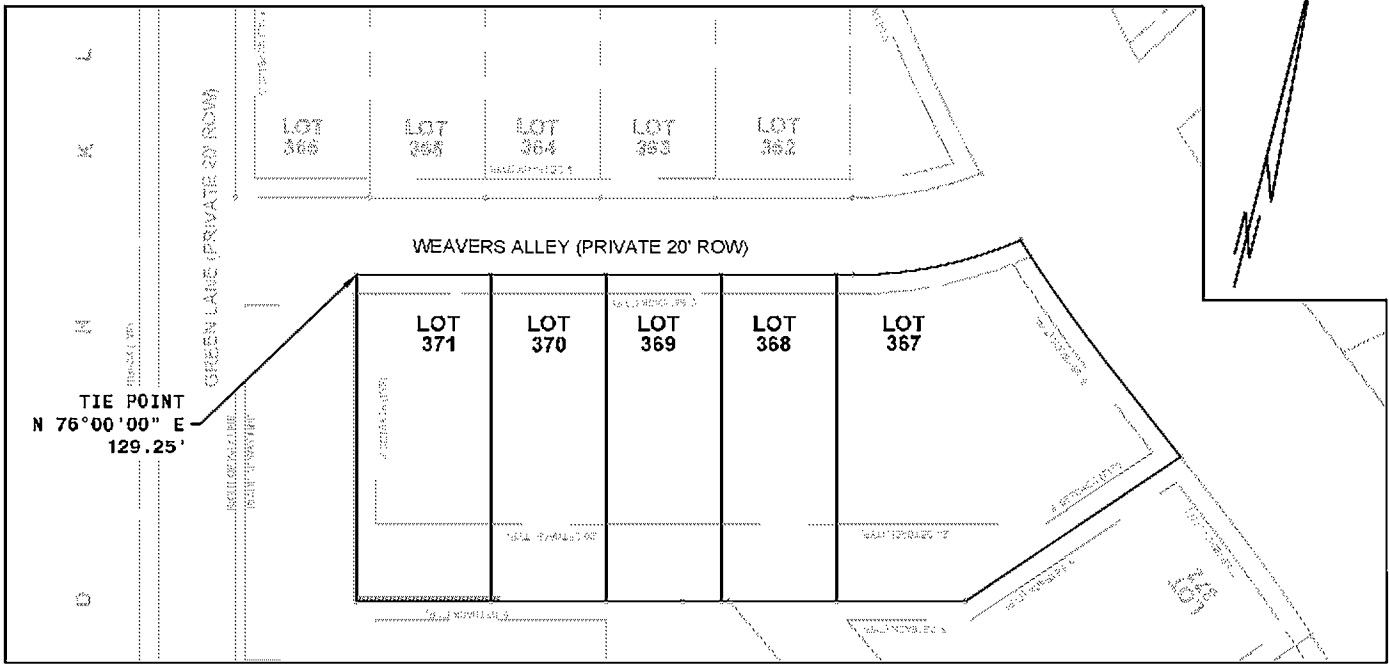
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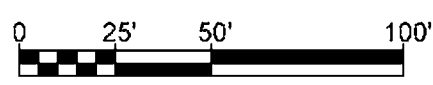
40 SCALE



TIE MAP



50 SCALE



OWNER INFORMATION:  
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 322 N ARCH STREET  
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 PHONE: (717) 560-1400

PM: DMH   DB: JMG   CB: JSS



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**AMENDED DECLARATION PLATS AND PLANS  
 FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY**

SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA

MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

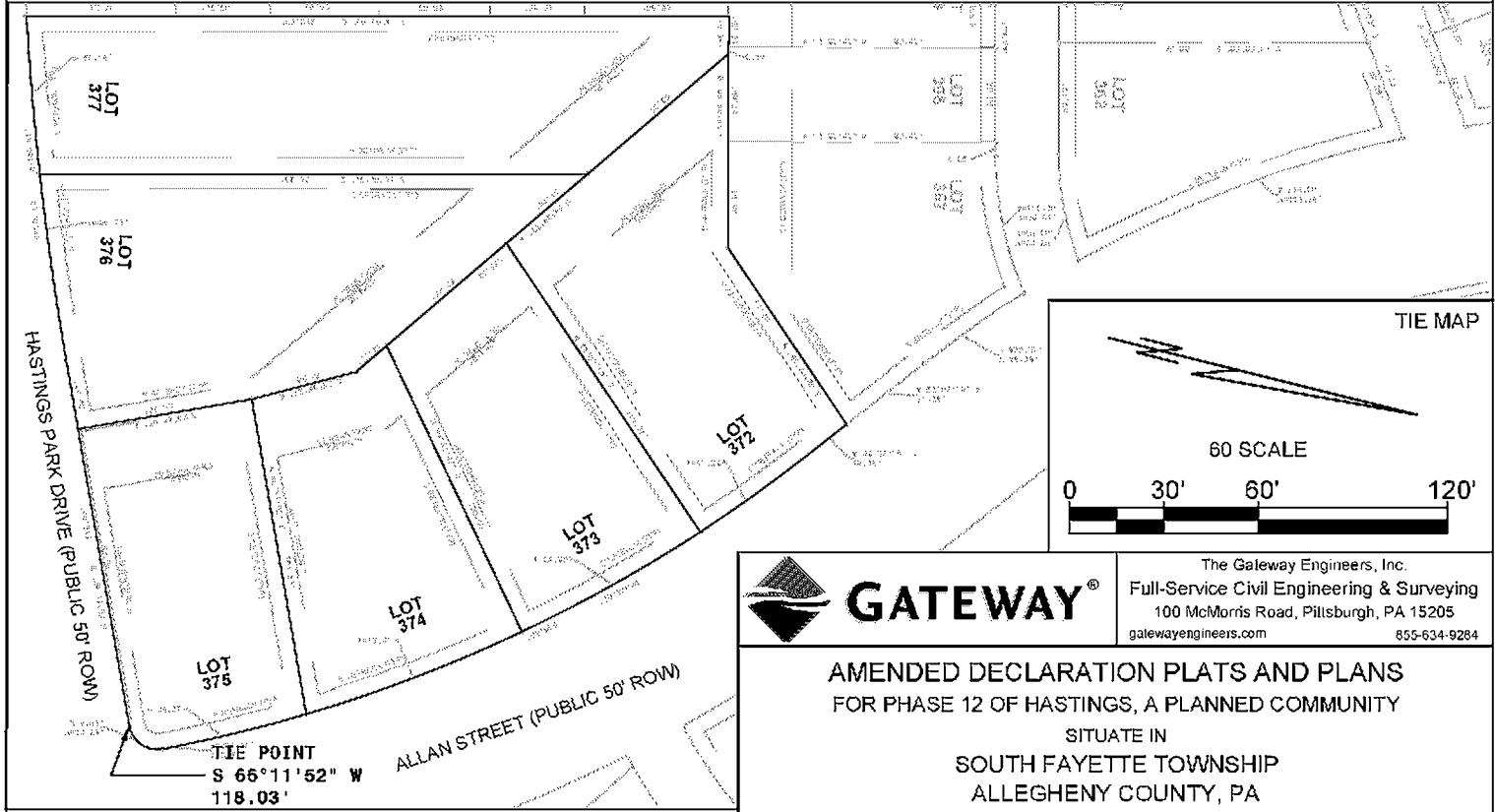
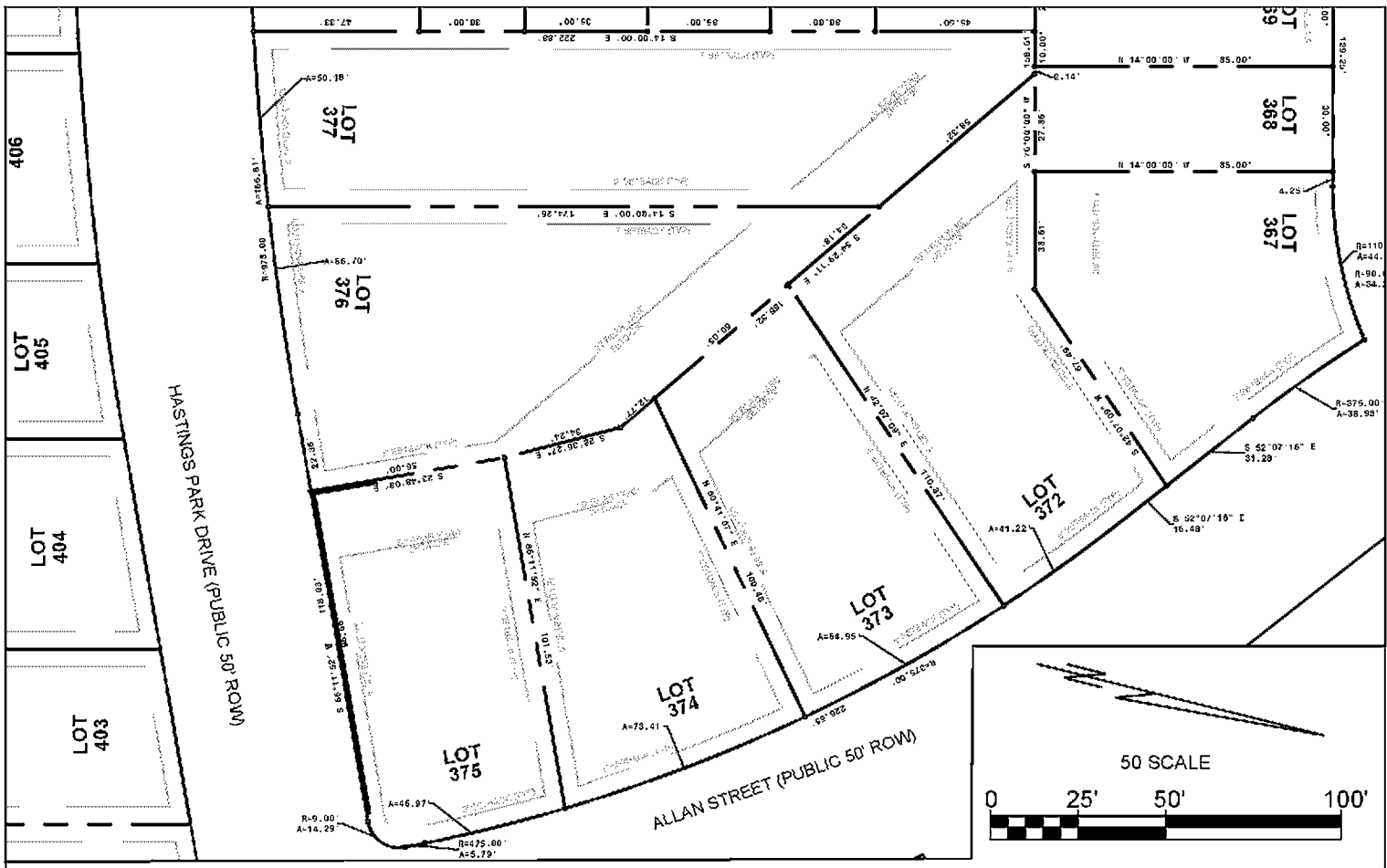
PAGE 2 OF 4

18927-0078

DATE: 2022-07-20

SCALE: AS SHOWN

DWG. NO.: 102,836



OWNER INFORMATION:  
 CHARTER HOMES AT HASTINGS, INC.  
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PM: DMH DB: JMG CB: JSS



**GATEWAY**

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 gatewayengineers.com 855-634-9284

AMENDED DECLARATION PLATS AND PLANS  
 FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY  
 SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 3 OF 4

18927-0078

DATE: 2022-07-20

SCALE: AS SHOWN

DWG. NO.: 102,836

NOTES:

1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE FIFTEENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HERewith TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18803, PAGE 477, TENTH AMENDMENT RECORDED AT BOOK DE VOLUME 18818, PAGE 232, ELEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18835, PAGE 427, TWELFTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18841, PAGE 404, THIRTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18857, PAGE 439, AND FOURTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18969, PAGE 380 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. PLANNED COMMUNITY PHASE 12 CONSISTS OF UNITS 376 - 383, INCLUSIVE.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
6. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
7. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.
8. THE DIMENSIONS AND LOCATIONS OF UNITS 367-375, INCLUSIVE, AS SET FORTH ON THESE AMENDED DECLARATION PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF UNITS 367-375, INCLUSIVE, AS SET FORTH ON ANY PRIOR PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, SUCH THAT THE DIMENSIONS AND LOCATIONS OF UNITS 367-375, INCLUSIVE, SET FORTH HEREON SHALL CONTROL.

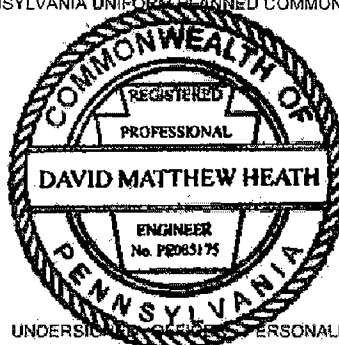
CERTIFICATION

THE UNDERSIGNED, DAVID M. HEATH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE086175), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF FOUR (4) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ., AS AMENDED (THE "ACT").

*[Signature]*

[SEAL]

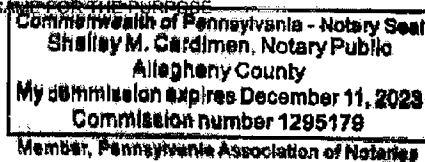
DAVID M. HEATH  
DATE: 7/25/2022



COMMONWEALTH OF PENNSYLVANIA :  
SS.  
COUNTY OF ALLEGHENY :

ON THIS, THE 25<sup>th</sup> DAY OF July, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED DAVID M. HEATH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.



*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2023

(SEAL)

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS FOR PHASE 12 OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR CHARTER HOMES AT HASTINGS, INC.

PAGE 4 OF 4	18927-0078
DATE: 2022-07-20	SCALE: N.T.S.
PM: DMH DB: JMG CB: JSS	DWG. NO.: 102,836

## EXHIBIT C

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1</b>			
101	A	.3067	1
102	A	.3067	1
103	A	.3067	1
104	A	.3067	1
105	A	.3067	1
106	A	.3067	1
107	A	.3067	1
108	A	.3067	1
109	A	.3067	1
110	A	.3067	1
111	A	.3067	1
112	A	.3067	1
113	A	.3067	1
114	A	.3067	1
115	A	.3067	1
116	A	.3067	1
117	A	.3067	1
118	A	.3067	1
119	A	.3067	1
120	A	.3067	1
121	A	.3067	1
122	A	.3067	1
123	A	.3067	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
124	A	.3067	1
125	A	.3067	1
126	A	.3067	1
127	C	.3067	1
128	C	.3067	1
129	C	.3067	1
130	C	.3067	1
131	C	.3067	1
132	C	.3067	1
133	B	.3067	1
134	B	.3067	1
135	B	.3067	1
136	B	.3067	1
137	B	.3067	1
138	B	.3067	1
139	B	.3067	1
140	B	.3067	1
141	B	.3067	1
142	B	.3067	1
143	B	.3067	1
144	B	.3067	1
145	B	.3067	1
146	B	.3067	1
147	B	.3067	1
148	B	.3067	1
149	B	.3067	1
150	B	.3067	1
151	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
152	B	.3067	1
153	B	.3067	1
154	B	.3067	1
155	B	.3067	1
156	B	.3067	1
161	B	.3067	1
162	B	.3067	1
163	B	.3067	1
164	B	.3067	1
165	B	.3067	1
166	B	.3067	1
167	B	.3067	1
168	B	.3067	1
169	B	.3067	1
170	B	.3067	1
171	B	.3067	1
172	B	.3067	1
173	B	.3067	1
174	B	.3067	1
175	B	.3067	1
176	B	.3067	1
177	B	.3067	1
178	B	.3067	1
<b>Existing Planned Community Phase 2</b>			
181-R	B	.3067	1
182-R	B	.3067	1
183-R	B	.3067	1
184-R	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
189	C	.3067	1
190	C	.3067	1
191	C	.3067	1
192	C	.3067	1
193	C	.3067	1
194	C	.3067	1
195	C	.3067	1
196	C	.3067	1
197	C	.3067	1
198	C	.3067	1
199-R	B	.3067	1
200-R	B	.3067	1
201-R	B	.3067	1
202-R	B	.3067	1
203-R	B	.3067	1
204-R	B	.3067	1
205-R	B	.3067	1
206-R	B	.3067	1
207-R	B	.3067	1
208-R	B	.3067	1
209-R	B	.3067	1
210-R	B	.3067	1
211-R	B	.3067	1
212-R	B	.3067	1
213-A-R	B	.3067	1
213-B-R	B	.3067	1
213-C-R	B	.3067	1
213-D-R	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
213-E-R	B	.3067	1
<b>Existing Planned Community Phase 3</b>			
214	A	.3067	1
215	A	.3067	1
216	A	.3067	1
217	A	.3067	1
218	A	.3067	1
219	A	.3067	1
220	A	.3067	1
221	A	.3067	1
222	A	.3067	1
223	A	.3067	1
224	A	.3067	1
225	A	.3067	1
226	A	.3067	1
227	A	.3067	1
228	A	.3067	1
229	A	.3067	1
230	A	.3067	1
231	A	.3067	1
232	A	.3067	1
233	A	.3067	1
234	A	.3067	1
235	A	.3067	1
236	A	.3067	1
237	A	.3067	1
238	A	.3067	1
239	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
240	A	.3067	1
241	A	.3067	1
242	A	.3067	1
243	C	.3067	1
244	C	.3067	1
245	C	.3067	1
246	C	.3067	1
247	C	.3067	1
248	C	.3067	1
250	C	.3067	1
251	C	.3067	1
252	C	.3067	1
253	C	.3067	1
254	C	.3067	1
255	C	.3067	1
256	C	.3067	1
257	C	.3067	1
258	C	.3067	1
259	C	.3067	1
260	B	.3067	1
261	B	.3067	1
262	B	.3067	1
263	B	.3067	1
264	B	.3067	1
265	B	.3067	1
266	B	.3067	1
267	B	.3067	1
268	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
269	B	.3067	1
270	B	.3067	1
271	B	.3067	1
272	B	.3067	1
273	B	.3067	1
274	B	.3067	1
275	B	.3067	1
276	B	.3067	1
277	B	.3067	1
278	B	.3067	1
279	B	.3067	1
280-A	D	.3067	1
280-B	D	.3067	1
280-C	D	.3067	1
280-D	D	.3067	1
280-E	D	.3067	1
280-F	D	.3067	1
280-G	D	.3067	1
280-H	D	.3067	1
281-A	D	.3067	1
281-B	D	.3067	1
281-C	D	.3067	1
281-D	D	.3067	1
281-E	D	.3067	1
281-F	D	.3067	1
281-G	D	.3067	1
281-H	D	.3067	1
282	B	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
283	B	.3067	1
284	B	.3067	1
285	B	.3067	1
286	B	.3067	1
287	B	.3067	1
288	B	.3067	1
289	B	.3067	1
290	B	.3067	1
291	B	.3067	1
292	B	.3067	1
293	B	.3067	1
294	B	.3067	1
295	B	.3067	1
296	B	.3067	1
297	B	.3067	1
298	B	.3067	1
299	B	.3067	1
300	B	.3067	1
<b>Existing Planned Community Phase 4</b>			
401-A	E	.3067	1
401-B	E	.3067	1
401-C	E	.3067	1
401-D	E	.3067	1
401-E	E	.3067	1
401 -F	E	.3067	1
402-A	E	.3067	1
402-B	E	.3067	1
402-C	E	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
402-D	E	.3067	1
402-E	E	.3067	1
402-F	E	.3067	1
403-A	E	.3067	1
403-B	E	.3067	1
403-C	E	.3067	1
403-D	E	.3067	1
403-E	E	.3067	1
403-F	E	.3067	1
<b>Existing Planned Community Phase 5</b>			
180-RR	F	.3067	1
<b>Existing Planned Community Phase 6</b>			
315	A	.3067	1
316	B	.3067	1
<b>Existing Planned Community Phase 7</b>			
344	B	.3067	1
345	B	.3067	1
346	B	.3067	1
347	B	.3067	1
348	B	.3067	1
354	B	.3067	1
361	B	.3067	1
367	B	.3067	1
368	B	.3067	1
369	B	.3067	1
370	B	.3067	1
371	B	.3067	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 8</b>			
338	F	.3067	1
339	B	.3067	1
340	B	.3067	1
341	B	.3067	1
342	B	.3067	1
343	B	.3067	1
355	B	.3067	1
356	B	.3067	1
357	B	.3067	1
358	B	.3067	1
359	B	.3067	1
360	B	.3067	1
<b>Existing Planned Community Phase 9</b>			
309	B	.3067	1
310	B	.3067	1
311	B	.3067	1
312	B	.3067	1
313	A	.3067	1
314	A	.3067	1
317	B	.3067	1
318	B	.3067	1
319	B	.3067	1
320	B	.3067	1
321	B	.3067	1
322	B	.3067	1
323	B	.3067	1
326	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
327	A	.3067	1
328	A	.3067	1
329	A	.3067	1
330	A	.3067	1
331	A	.3067	1
332	A	.3067	1
333	A	.3067	1
334	A	.3067	1
335	A	.3067	1
336	A	.3067	1
350	B	.3067	1
351	B	.3067	1
352	B	.3067	1
353	B	.3067	1
372	A	.3067	1
373	A	.3067	1
374	A	.3067	1
375	A	.3067	1
390	A	.3067	1
391	A	.3067	1
392	A	.3067	1
393	A	.3067	1
394	A	.3067	1
395	A	.3067	1
396	A	.3067	1
397	A	.3067	1
398	A	.3067	1
399	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
400	A	.3067	1
401	A	.3067	1
402	A	.3067	1
<b>Existing Planned Community Phase 10</b>			
338-A	D	.3067	1
338-B	D	.3067	1
338-C	D	.3067	1
338-D	D	.3067	1
338-E	D	.3067	1
338-F	D	.3067	1
338-G	D	.3067	1
338-H	D	.3067	1
349-A	D	.3067	1
349-B	D	.3067	1
349-C	D	.3067	1
349-D	D	.3067	1
349-E	D	.3067	1
349-F	D	.3067	1
349-G	D	.3067	1
349-H	D	.3067	1
<b>Existing Planned Community Phase 11</b>			
384	B	.3067	1
385	B	.3067	1
386	B	.3067	1
387	B	.3067	1
388	B	.3067	1
<b>New Planned Community Phase 12</b>			
376	A	.3067	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
377	A	.3067	1
378	B	.3067	1
379	B	.3067	1
380	B	.3067	1
381	B	.3067	1
382	B	.3067	1
383	B	.3067	1
<b>TOTAL UNITS – 326</b>			
		<b>99.98%</b>	<b>326</b>

**EXHIBIT D****CERTIFICATE OF COMPLETION**

The undersigned, **DAVID M. HEATH**, being a Registered Professional Engineer (**Pennsylvania License No. PE085175**), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community, located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate at Book DE, Volume 17148, Page 1, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) At the time **Unit No. 180-RR** was created within the Community, there were no structural components and common element mechanical systems of a structure that Declarant was required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.
- (b) **Unit No. 180-RR** within the Community, from the time of such unit's creation, was substantially completed in accordance with the descriptions set forth in both the Declaration and the applicable public offering statement.
- (c) **Unit Nos. 376 – 383, inclusive**, within the Community are not part of and do not constitute a structure, and therefore there are no structural components and common element mechanical systems of a structure that Declarant is required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.
- (d) **Unit Nos. 376 – 383, inclusive**, within the Community are substantially completed in accordance with the descriptions set forth in both the Declaration and the applicable public offering statement.

**[Signature Page Follows]**



**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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**Document Number: 2022-31254  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: September 29, 2022  
Recorded At: 02:44:12 pm  
Number of Pages:5  
Book-VI/Pg: Bk-DE VI-19069 Pg-554  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4172920  
Processed By: Joanna Clark**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jessica Garofolo*  
Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**523711**

DRE Certified

29-Sep-2022 02:43P\Int By: A G

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**SIXTEENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Sixteenth Amendment (this "Amendment") is made as of this 28<sup>th</sup> day of September, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community").

B. Pursuant to Section 16.6 of the Declaration and in accordance with Section 5219(f) of the Act, Declarant reserved the right to implement a corrective amendment to cure



any ambiguity or to correct or supplement any provision of the Declaration that is defective, missing, or inconsistent with any other provisions contained therein (“Corrective Amendment Rights”).

C. Pursuant the Seventh Amendment to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated December 10, 2021, and recorded on December 10, 2021 in the Recorder’s Office at Book DE, Volume 18718, Page 376, Declarant created **Unit 315** (as well as an additional unit not relevant to this Amendment), erroneously designating such as a “Type A” Unit, as more particularly described in the Declaration.

D. Pursuant to the Tenth Amendment to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated March 7, 2022, and recorded in the Recorder’s Office on March 11, 2022 at Book DE, Volume 18818, Page 232, Declarant created **Unit 313; Unit 314; and Units 326 – 336, inclusive** (as well as additional units not relevant to this Amendment), erroneously designating such as “Type A” Units, as more particularly described in the Declaration.

E. **Units 313 – 315, inclusive; and Units 326 – 336, inclusive** (the “Subject Units”) are “Type C” Units. From the date such Subject Units were created, Declarant has treated the Subject Units as “Type C” Units (including, but not limited to, the services provided to the Subject Units and the assessments charged to the Subject Units).

F. Declarant now desires to exercise its Corrective Amendment Rights to correct such erroneous designations by declaring that the Subject Units are “Type C” Units and shall continue to be treated as such by Declarant.

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The foregoing Background section is incorporated herein by this reference thereto and made apart hereof.

2. The Subject Units are "Type C" Units as more particularly described in the Declaration, and all past designations of the Subject Units as "Type A" Units shall be replaced with such designation as a "Type C" Unit.

3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
CHARTER HOMES AT HASTINGS, INC.  
a Pennsylvania corporation

By: *Anthony Faranda*  
Name: *Anthony Faranda-Diedrich*  
Title: *Authorized Signatory*

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF *Lancaster* : SS:

On this, the *28<sup>th</sup>* day of September, 2022, before me, a Notary Public, the undersigned officer, personally appeared *Anthony Faranda-Diedrich*, who acknowledged himself/herself to be the *Authorized Signatory* of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such officer.

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

*Cynthia K. Lucci*  
Notary Public

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

My commission expires: *April 19, 2024*

**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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**Document Number: 2022-39101  
Recorded As: ERX-DEED AGREEMENT  
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Recorded At: 02:11:50 pm  
Number of Pages:9  
Book-VI/Pg: Bk-DE VI-19153 Pg-35  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4199057  
Processed By: Maureen Ward-Davis**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jessica Garofolo*  
Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**532217**

DRE Certified

15-Dec-2022 02:01P\Int By: A G

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**SEVENTEENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Seventeenth Amendment (this "Amendment") is made as of this 15<sup>th</sup> day of December, 2022, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community"), initially consisting of seventy-four (74) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate boundaries between Units created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17528, Page 89, a certain Second Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 17941, Page 268, a certain Fourth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18325, Page 433, a certain Sixth Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18656, Page 492, a certain Seventh Amendment to the Declaration recorded with the Recorder's Office at Book DE, Volume 18718, Page 376, a certain Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, a certain Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 11803, Page 447, a certain Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, a certain Twelfth Amendment recorded with the Recorder's Office at Book DE Volume 18841, Page 404, a certain Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18969, Page 380, and a certain Fifteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18890, Page 275 and re-recorded at Book DE, Volume 18993, Page 273, Declarant converted a portion of the Convertible Real Estate described in the Exhibits attached thereto into additional Units

and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three hundred twenty-six (326).

E. Declarant now desires to exercise its Conversion Rights and its Boundary Relocation Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Units and Limited Common Elements to amend the boundaries surrounding **Unit Nos. 392 – 395, inclusive**, as depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the "Amended Unit Boundaries").

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The boundaries of **Unit Nos. 392 – 395, inclusive**, are hereby amended to correspond with the Amended Unit Boundaries, as more particularly described on **Exhibit A** attached hereto and incorporated herein and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

2. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Unit and/or Limited Common Elements hereby created.

***[SIGNATURE PAGE FOLLOWS]***





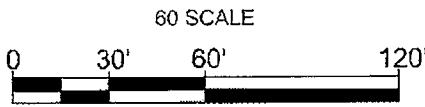
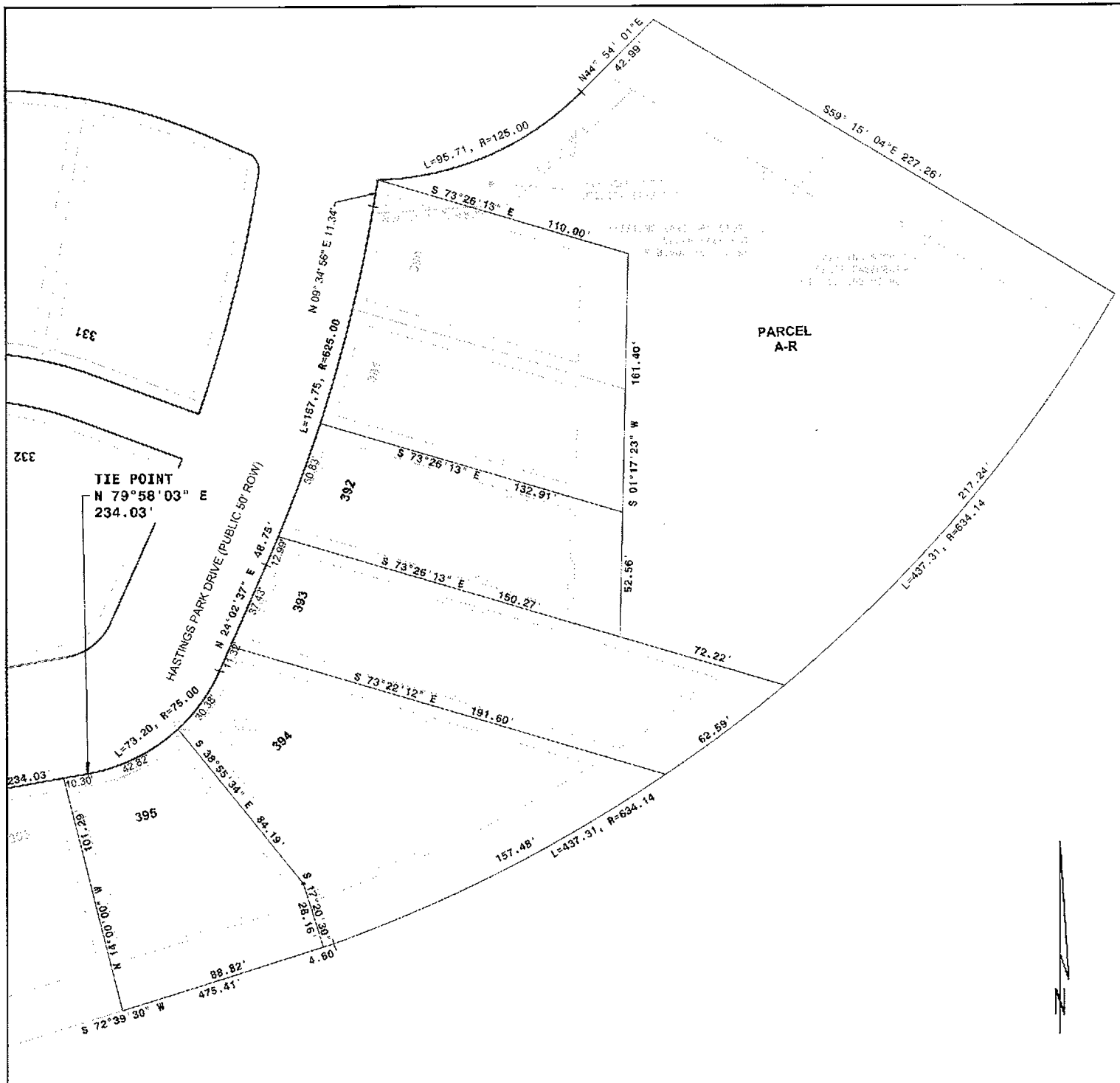
## EXHIBIT A

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

Any portions of **Unit Nos. 392 – 395, inclusive**, now included as part of the Amended Unit Boundaries, to the extent not previously converted, all as set forth on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**


The Amended Declaration Plats and Plans of Hastings, a Planned Community, dated December 15<sup>th</sup>, 2022, consisting of a total of two (2) pages, are hereby incorporated and made an integral part hereof and constitute the plats and plans the Community. Prior certified Plats and Plans for Planned Community Phase 1, 2, 3, 4 5, 6, 7, 8, 9, 10, 11, and 12 are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, Page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded with the Recorder's Office at Book DE, Volume 18773, Page 286, Ninth Amendment recorded with the Recorder's Office at Book DE, Volume 18803, Page 477, Tenth Amendment recorded with the Recorder's Office at Book DE, Volume 18818, Page 232, Eleventh Amendment recorded with the Recorder's Office at Book DE, Volume 18835, Page 427, and Twelfth Amendment recorded with the Recorder's Office at Book DE Volume 18841, Page 40, Thirteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18857, Page 439, Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18969, Page 380, and Fifteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18890, Page 275 and re-recorded at Book DE, Volume 18993, Page 273. All such Plats and Plans are hereby incorporated by reference herein and remain part of the Plats and Plans except to the extent modified by the attached Amended Declaration Plats and Plans of Hastings, a Planned Community.



- LOT AREA SUMMARY**
- LOT 392 AREA (BEFORE = 7056.04 SF - AFTER = 7161.13 SF)
  - LOT 393 AREA (BEFORE = 10407.32 SF - AFTER = 10407.32 SF)
  - LOT 394 AREA (BEFORE = 12770.80 SF - AFTER = 12770.80 SF)
  - LOT 395 AREA (BEFORE = 7782.27 SF - AFTER = 7626.37 SF)
  - PARCEL A-R AREA (BEFORE = 39376.23 - AFTER = 39427.02)

**OWNER INFORMATION:**  
 CHARTER HOMES AT HASTINGS, INC.  
 322 N ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (717) 560-1400

PM: DMH DB: JMG CB: PTC

 <b>GATEWAY®</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS OF HASTINGS, A PLANNED COMMUNITY SITUATE IN SOUTH FAYETTE TOWNSHIP ALLEGHENY COUNTY, PA MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>

AMENDED DECLARATION PLATS AND PLANS  
 OF HASTINGS, A PLANNED COMMUNITY  
 SITUATE IN  
 SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY COUNTY, PA  
 MADE FOR  
**CHARTER HOMES AT HASTINGS, INC.**

PAGE 1 OF 2	18927-0078
DATE: 2022-12-15	SCALE: AS SHOWN DWG. NO.: 102,836

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NOTES:

1. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE AN INTEGRAL PART OF THE SEVENTEENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HEREWITH TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
2. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
3. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT AT BOOK DE, VOLUME 18325, PAGE 433, SIXTH AMENDMENT AT BOOK DE, VOLUME 18656, PAGE 492, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT AT BOOK DE, VOLUME 18773, PAGE 286, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18803, PAGE 477, TENTH AMENDMENT RECORDED AT BOOK DE VOLUME 18818, PAGE 232, ELEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18835, PAGE 427, TWELFTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18841, PAGE 404, THIRTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18857, PAGE 439, FOURTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18969, PAGE 380, FIFTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18990, PAGE 275, AND CORRECTIVE FIFTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18993, PAGE 273 (COLLECTIVELY THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
4. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED M.B.B., IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, THAT WERE LABELED M.B.B. ON THE PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
5. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
6. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.
7. THE DIMENSIONS AND LOCATIONS OF UNITS 392-395, INCLUSIVE, AS SET FORTH ON THESE AMENDED DECLARATION PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF UNITS 392-395, INCLUSIVE, AS SET FORTH ON ANY PRIOR PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY, SUCH THAT THE DIMENSIONS AND LOCATIONS OF UNITS 392-395, INCLUSIVE, SET FORTH HEREON SHALL CONTROL.

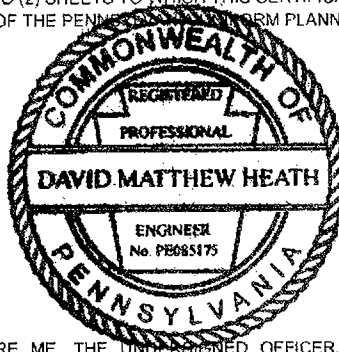
CERTIFICATION

THE UNDERSIGNED, DAVID M. HEATH, BEING A REGISTERED PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. PE085175), INDEPENDENT OF CHARTER HOMES AT HASTINGS, INC., THE DECLARANT OF HASTINGS, A PLANNED COMMUNITY, HEREBY CERTIFIES THAT THE PLATS AND PLANS CONSISTING OF TWO (2) SHEETS TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA PLANNED COMMUNITY ACT, 68 PA. C.S. §5101, ET SEQ. AS AMENDED (THE "ACT").

*David M. Heath*  
 DAVID M. HEATH

(SEAL)

DATE: *12/15/2022*



COMMONWEALTH OF PENNSYLVANIA :  
 SS.  
 COUNTY OF ALLEGHENY

ON THIS, THE 15th DAY OF December, 2022, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED DAVID M. HEATH, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Commonwealth of Pennsylvania - Notary Seal  
 Shelley M. Cardimen, Notary Public  
 Allegheny County  
 My commission expires December 11, 2023  
 Commission number 1295179  
 Member, Pennsylvania Association of Notaries

*Shelley M. Cardimen*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: *12/11/2023*

(SEAL)

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284	
	<b>AMENDED DECLARATION PLATS AND PLANS</b> <b>OF HASTINGS, A PLANNED COMMUNITY</b> SITUATE IN <b>SOUTH FAYETTE TOWNSHIP</b> <b>ALLEGHENY COUNTY, PA</b> MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
PAGE 2 OF 2	18927-0078	
DATE: 2022-12-15	SCALE: N.T.S.	DWG. NO.: 102.836

PM: DMH DB: JMG CB: PTC

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**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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

**Document Number: 2023-2462  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: January 31, 2023  
Recorded At: 02:36:12 pm  
Number of Pages: 16  
Book-VI/Pg: Bk-DE VI-19195 Pg-108  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4211442  
Processed By: Lois Manuel**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jessica Garofolo*  
Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**536459**

DRE Certified

31-Jan-2023 02:35P\Int By: A G

Parent Parcel No. 480-P-1 (Phase 1)

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
 McNees Wallace & Nurick LLC  
 100 Pine Street  
 P.O. Box 1166  
 Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

**EIGHTEENTH AMENDMENT  
 TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
 AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR  
 HASTINGS, A PLANNED COMMUNITY  
IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Eighteenth Amendment (this "Amendment") is made as of this 23<sup>rd</sup> day of January, 2023, by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "Recorder's Office") at Book DE, Volume 17148, Page 1 (together with the Plats and Plans attached thereto, and all amendments thereto from time to time, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") certain real estate located in South Fayette Township, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible planned community known as "Hastings, A Planned Community" (the "Community").

B. Pursuant to Article XX of the Declaration, Declarant reserved an option to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of Convertible Real Estate described in Exhibit "D" to

the Declaration, at any time and from time to time until the expiration of the Development Period (the "Conversion Rights").

C. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Common Elements as depicted on the Amended Declaration Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

D. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The foregoing Background section is incorporated herein by this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into Common Elements as shown on the Amended Declaration Plats and Plans (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof.

3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the Common Elements hereby created.

**[SIGNATURE PAGE TO FOLLOW]**





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

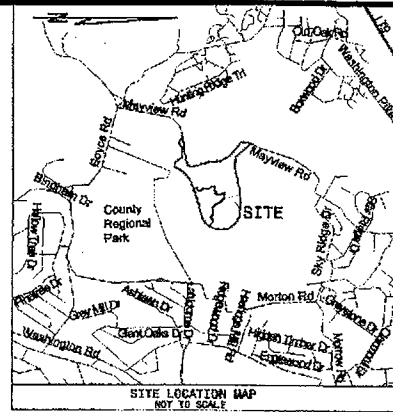
ALL THAT CERTAIN tract of land situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described on the Amended Declaration Plats and Plans (as distinguished from any subdivision and land development plan), attached hereto as **Exhibit B**.

**EXHIBIT B****AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Hastings, a Planned Community, attached as Exhibit B to this Amendment, prepared by Gateway Engineers, Inc., consisting of five (5) pages and dated September 28, 2022, is being recorded in the Recorder's Office, concurrently with the recording of this Amendment, said Amended Declaration Plat for Hastings, a Planned Community, is hereby incorporated herein and made an integral part hereof by this reference thereto. Prior certified Plats and Plans are recorded as exhibits to the Declaration, First Amendment recorded at Book DE, Volume 17528, page 89, Second Amendment recorded at Book DE, Volume 17941, Page 268, Fourth Amendment recorded at Book DE, Volume 18325, Page 433, Sixth Amendment recorded at Book DE, Volume 18656, Page 492, Seventh Amendment recorded at Book DE, Volume 18718, Page 376, Eighth Amendment recorded at Book DE, Volume 18773, Page 286, Ninth Amendment recorded at Book DE, Volume 18803, Page 477, Tenth Amendment recorded at Book DE, Volume 18818, page 232, Eleventh Amendment recorded at Book DE, Volume 18835, Page 427, Twelfth Amendment recorded at Book DE, Volume 18969, Page 380, Thirteenth Amendment recorded at Book DE, Volume 18857, Page 439, Fourteenth Amendment recorded with the Recorder's Office at Book DE, Volume 18969, Page 380, and Fifteenth Amendment recorded at Book DE, Volume 18990, Page 275 and Book DE, Volume 18993, Page 273, and Seventeenth Amendment recorded at Book DE, Volume 19153, Page 35, and are hereby incorporated by reference herein and remain part of the Plats and Plans for Hastings, a Planned Community, except to the extent shown inconsistent on the attached Amended Declaration Plat for Hastings, a Planned Community.

LEGEND

- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE
- CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
- ADDITIONAL REAL ESTATE - N.N.B.B.
- COMMON ELEMENTS - M.B.B.
- EXISTING PLANNED COMMUNITY PHASES
- WITHDRAWN REAL ESTATE (PUBLIC ROADWAYS)



PLANNED COMMUNITY NOTES:

1. THE NAME OF THIS PLANNED COMMUNITY IS HASTINGS, A PLANNED COMMUNITY (THE "COMMUNITY").
2. THESE AMENDED DECLARATION PLATS AND PLANS FOR THE COMMUNITY ARE PART OF THE EIGHTEENTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HERewith TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR HASTINGS, A PLANNED COMMUNITY, DATED FEBRUARY 27, 2018, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR ALLEGHENY COUNTY, PENNSYLVANIA ("RECORDER'S OFFICE") AT BOOK DE, VOLUME 17148, PAGE 1 (AS AMENDED, THE "DECLARATION").
3. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASE.
4. PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AT BOOK DE, VOLUME 17528, PAGE 89, SECOND AMENDMENT RECORDED AT BOOK DE, VOLUME 17941, PAGE 268, FOURTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18326, PAGE 433, SIXTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18658, PAGE 482, SEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18718, PAGE 376, EIGHTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18773, PAGE 288, NINTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18803, PAGE 477, TENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18818, PAGE 232, ELEVENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18835, PAGE 427, TWELFTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18841, PAGE 404, THIRTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18857, PAGE 439, FOURTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18968, PAGE 380, AND FIFTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 18990, PAGE 276 AND BOOK DE, VOLUME 18993, PAGE 273 AND SEVENTEENTH AMENDMENT RECORDED AT BOOK DE, VOLUME 19153, PAGE 35 (COLLECTIVELY, THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS SHOWN HEREON AND LABELED "MUST BE BUILT" ("M.B.B."), IF ANY, AND WITHIN PLANNED COMMUNITY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 THAT WERE LABELED M.B.B. ON THE PRIOR PLATS AND PLANS OR AMENDED PLATS AND PLANS CREATING SUCH PHASES, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON ARE CONTEMPLATED IMPROVEMENTS ONLY AND ARE HEREBY LABELED "NEED NOT BE BUILT" ("N.N.B.B."). THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. FURTHER AMENDMENTS TO THE PLATS AND PLANS MAY BE RECORDED TO FURTHER DEFINE, DESIGNATE OR ALLOCATE ANY COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS, UPON COMPLETION OF CONSTRUCTION THEREOF.
6. WHETHER OR NOT SPECIFICALLY SHOWN HEREON, THE LOCATION AND DIMENSIONS OF ANY AND ALL PARCELS OF ADDITIONAL REAL ESTATE ARE MORE PARTICULARLY BOUNDED AND DESCRIBED IN EXHIBIT E OF THE DECLARATION. ALL PARCELS OF ADDITIONAL REAL ESTATE ARE HEREBY LABELED N.N.B.B.
7. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION, CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION, AND LIMITED COMMON ELEMENTS, AS DESCRIBED IN ARTICLE III OF THE DECLARATION.
8. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5215 OF THE ACT TO SUBMIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO (2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 5304 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE SUCCESSORS. AT THE TIME A UNIT OR UNITS ARE CREATED IN THE COMMUNITY, DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.
9. IN ADDITION TO THOSE EASEMENTS DEPICTED HEREON, THE COMMUNITY IS SUBJECT TO CERTAIN EASEMENTS MORE PARTICULARLY SET FORTH IN ARTICLE I OF THE DECLARATION.

CERTIFICATION  
 The undersigned, David M. Heath, being a registered professional engineer (Priority License No. 00000175), independent of Charter Homes at Hastings, Inc., the Declarant of Hastings, a Planned Community, hereby certifies that the Plats and Plans consisting of five (5) sheets to which this certification is affixed contain all information required by Section 5210 of the Pennsylvania Horizontal Planned Community Act, 68 PA. C.S. §5101, et seq., as amended (the "Act").

David M. Heath  
 Date: 12/11/2023



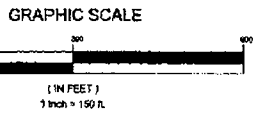
COMMONWEALTH OF PENNSYLVANIA: COUNTY OF Allegheny, ss. On this, the 11th day of December, 2023, before me, the undersigned officer, personally appeared David M. Heath, known to me (or established to me) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public  
 My Commission Expires: 12/11/2025

Commonwealth of Pennsylvania - Notary Seal  
 Shelley M. Cardone, Notary Public  
 Allegheny County  
 My Commission Expires December 11, 2025  
 Commission Number: 1266179  
 Member, Pennsylvania Association of Notaries

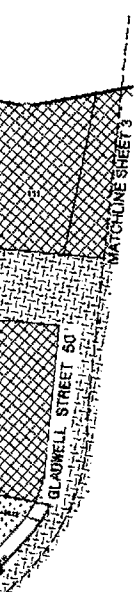
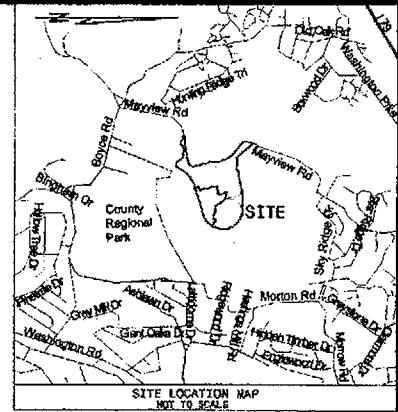
	The Gateway Engineers, Inc. Full-Service CIVIL Engineering & Surveying 100 McMarris Road, Pittsburgh, PA 15206 www.GatewayEngineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS FOR HASTINGS, A PLANNED COMMUNITY</b>
SITUATE IN <b>SOUTH FAYETTE COUNTY ALLEGHENY COUNTY, PA</b> MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
Date: 09/26/2022 Job Number: 0-19522-10897 Draw No.:	Scale: 1" = 150' SHEET 1 OF 8



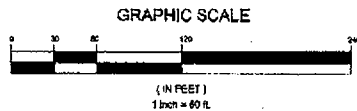


**LEGEND**

- - EASEMENT LINES
- - UNIT BOUNDARY LINE
- x - x - x - - - - - COMMUNITY BOUNDARY LINE
- [Empty Box] - CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
- [Diagonal Lines] - ADDITIONAL REAL ESTATE - N.N.B.B.
- [Dotted Pattern] - COMMON ELEMENTS - M.B.B.
- [Cross-hatch Pattern] - EXISTING PLANNED COMMUNITY PHASES
- [Irregular Pattern] - WITHDRAWN REAL ESTATE (PUBLIC ROADWAYS)



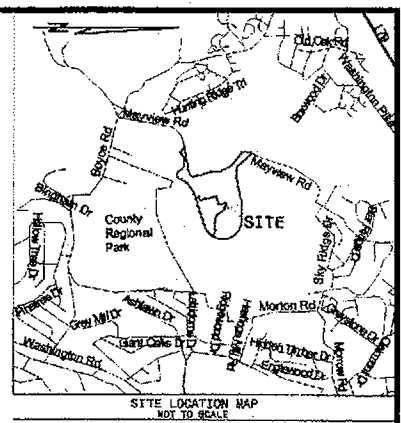
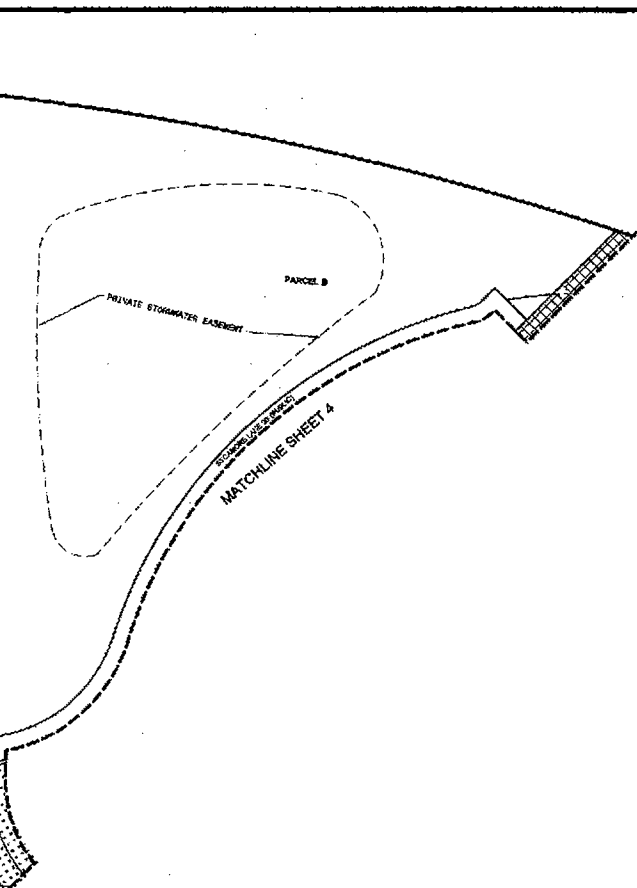
OWNER:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 NORTH ARCH STREET  
 LANCASTER, PA 17603  
 PHONE (412) 305-4563



	<p><b>GATEWAY ENGINEERS</b></p>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 www.GatewayEngineers.com 855-634-9284
	<p><b>DECLARATION PLATS AND COMMON ELEMENTS OF HASTINGS, A PLANNED COMMUNITY</b></p>	
<p>SITUATE IN  <b>SOUTH FAYETTE COUNTY                  ALLEGHENY COUNTY, PA</b>                  MADE FOR</p>		
<p><b>CHARTER HOMES AT HASTINGS, INC.</b></p>		
DATE: 08/20/2022 JOB NUMBER: C-18027-0987 DRAWING NO.:	SCALE: 1" = 60'	SHEET 2 OF 5

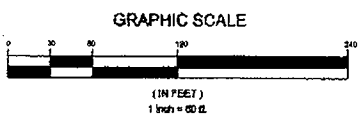
GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA WITHIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY THE ORIGINAL PARTY. THE USE, REPLICATION, REPRODUCTION, OR REDISTRIBUTION OF DATA CONTAINED WITHIN IS STRICTLY PROHIBITED AND SUBJECT TO LEGAL ACTION.






- LINES
- BOUNDARY LINE
- PROPERTY BOUNDARY LINE
- UNDEVELOPABLE REAL ESTATE - NEED NOT BE BUILT
- UNDEVELOPABLE REAL ESTATE - N.N.B.B.
- EASEMENTS - M.B.B.
- PLANNED PHASES
- UNDEVELOPABLE REAL ESTATE (PUBLIC ROADWAYS)

OWNER:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 NORTH ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (412) 388-4586





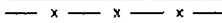
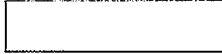



 <b>GATEWAY ENGINEERS</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 www.GatewayEngineers.com 856-534-8284
	<b>DECLARATION PLATS AND COMMON ELEMENTS OF HASTINGS, A PLANNED COMMUNITY</b>
SITUATED IN <b>SOUTH FAYETTE COUNTY                  ALLEGHENY COUNTY, PA</b> MADE FOR <b>CHARTER HOMES AT HASTINGS, INC.</b>	
Date: <u>AUGUST 2007</u> Job Number: <u>C-10927-0087</u> Draw No.: _____	SCALE: 1" = 60' SHEET 3 OF 5

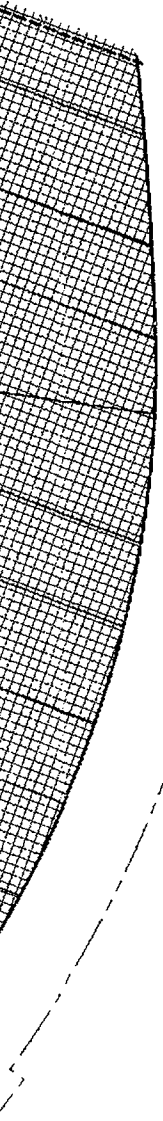
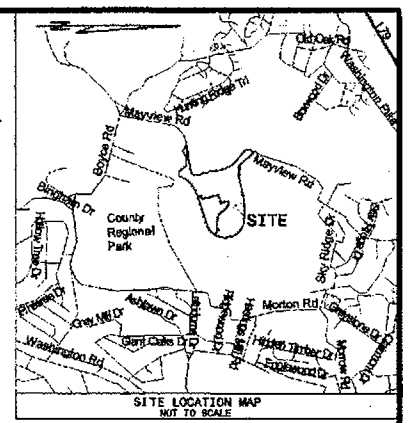
THE GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA WITHIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY THE RESPONSIBLE PARTY. THE USE, REPLICATION, REPRODUCTION, OR REDISTRIBUTION OF DATA CONTAINED WITHIN IS STRICTLY PROHIBITED AND SUBJECT TO LEGAL ACTION.



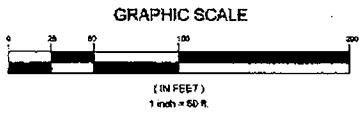



**LEGEND**

-  - EASEMENT LINES
-  - UNIT BOUNDARY LINE
-  - COMMUNITY BOUNDARY LINE
-  - CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
-  - ADDITIONAL REAL ESTATE - N.N.B.B.
-  - COMMON ELEMENTS - M.B.B.
-  - EXISTING PLANNED COMMUNITY PHASES



OWNER:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 NORTH ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (412) 286-4586



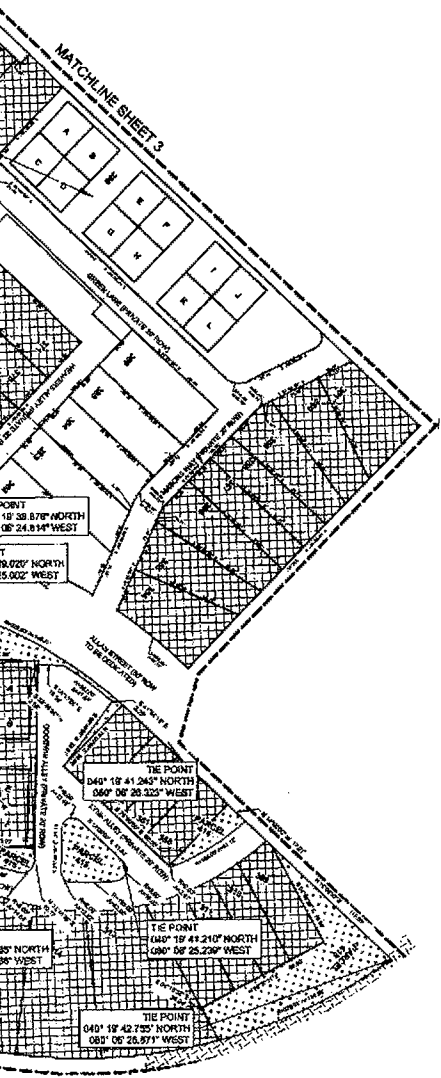
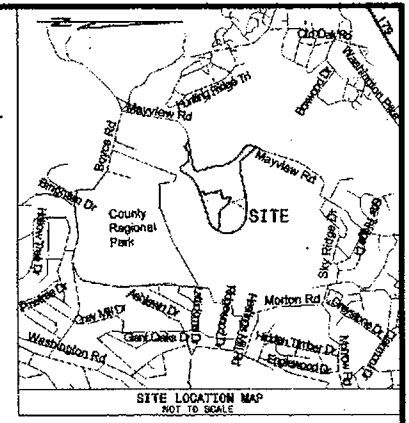
 <b>GATEWAY ENGINEERS</b>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMurtis Road, Pittsburgh, PA 15205 www.GatewayEngineers.com 895-634-8224
	<p align="center"><b>DECLARATION PLATS AND COMMON ELEMENTS OF HASTINGS, A PLANNED COMMUNITY</b></p> <p align="center">SITUATE IN  <b>SOUTH FAYETTE COUNTY</b>                  ALLEGHENY COUNTY, PA                  MADE FOR</p> <p align="center"><b>CHARTER HOMES AT HASTINGS, INC.</b></p>
Date: <u>AUGUST 2022</u> Job Number: <u>C-18927-0997</u>	Scale: 1" = 50' SHEET 4 OF 5

THE GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA WITHIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY ITS RESPONSIBLE PARTY. THE USE, REPLICATION, REPRODUCTION OR REDISTRIBUTION OF DATA CONTAINED WITHIN IS STRICTLY PROHIBITED AND SUBJECT TO LEGAL ACTION.

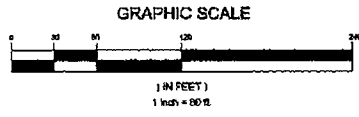


**LEGEND**

- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE
- CONVERTIBLE WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
- ADDITIONAL REAL ESTATE - N.N.B.B.
- COMMON ELEMENTS - M.B.B.
- EXISTING PLANNED COMMUNITY PHASES



OWNER:  
 CHARTER HOMES AT HASTINGS, INC.  
 322 NORTH ARCH STREET  
 LANCASTER, PA 17603  
 PHONE: (412) 362-4585



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15206 www.GatewayEngineers.com 856-634-6284
	<p align="center"><b>DECLARATION PLATS AND COMMON ELEMENTS OF                  HASTINGS, A PLANNED COMMUNITY</b></p> <p align="center">ESTABLISH IN                  SOUTH FAYETTE COUNTY                  ALLEGHENY COUNTY, PA                  MADE FOR</p> <p align="center"><b>CHARTER HOMES AT HASTINGS, INC.</b></p>
Pkg. DWG.    DE. DEC.    CE. 25A	Date: AUGUST 2022 Job Number: 2-18927-0027 Draw No.:

THE GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA WITHIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY ITS RESPONSIBLE PARTY. THE USE, REPLICATION, REPRODUCTION, OR REDISTRIBUTION OF DATA CONTAINED WITHIN IS STRICTLY PROHIBITED AND SUBJECT TO LEGAL ACTION.



**Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219**

**\*\*\*\* Electronically Filed Document \*\*\*\***

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

**Document Number: 2023-2503  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: February 01, 2023  
Recorded At: 08:49:44 am  
Number of Pages:29  
Book-VI/Pg: Bk-DE VI-19195 Pg-414  
Recording Fee: \$181.75  
Parties:  
    **CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC**  
Receipt Number: 4211534  
Processed By: Maureen Ward-Davis**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



*Jessica Garofolo*  
Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**536496**

DRE Certified

01-Feb-2023 08:46\Int By: T G

**Prepared by and return to:**

Rhonda M. Weaver, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

**NOTE TO RECORDER'S OFFICE:**

Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Hastings, A Planned Community" in both the Grantor and Grantee indexes

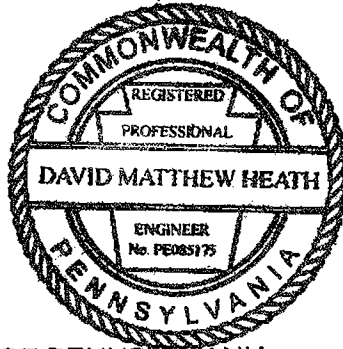
**CERTIFICATE OF COMPLETION**  
**OF CERTAIN COMMON ELEMENTS**  
**OF**  
**HASTINGS, A PLANNED COMMUNITY**

The undersigned, **DAVID M. HEATH**, being a Registered Professional Engineer (**Pennsylvania License No. PE085175**), independent of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, the Declarant of Hastings, A Planned Community (the "Community"), located in South Fayette Township, Allegheny County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania at Book DE, Volume 17148, Page 1 (as last amended, the "Declaration"), in accordance with Section 5205(16)(x) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that the portions of the Community, improvements, or facilities described on **Exhibit A** attached hereto and made a part hereof, constituting a portion of the Common Elements of the Community, are substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans (as defined in the Declaration) and the Public Offering Statement for the Community having an effective date of June 19, 2017, as amended on February 21, 2018, and so as to permit the use of such portion of the Community, improvements or facilities for its intended use.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Certificate is executed this 24 day of January, 2023,

(Professional Seal)



*David M. Heath*

Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

:  
:  
: SS.

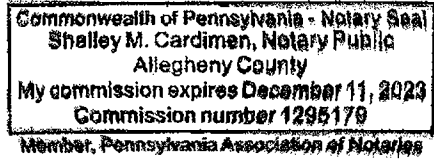
On this, the 24<sup>th</sup> day of January, 2023, before me, the undersigned officer, personally appeared David M. Heath, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

*Shelley M. Cardimen*  
Notary Public

(SEAL)

My commission expires: 12/11/2023



**EXHIBIT A****Common Element 1**

All that certain parcel of land, being Lot 214-R and portions of Hastings Park Drive, Broad Way, and Orion Road, streets shown in the Charter Homes at Hastings Plan Revision No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 79, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the southerly right of way line of Orion Road, 50.00 feet wide, at the line dividing Lot 214-R and Lot 199-R in the Charter Homes at Hastings Plan Revision No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 79; thence from said point of beginning by the line dividing said Lot 214-R and Lot 199-R through Lot 213-E-R in said Charter Homes at Hastings Plan Revision No. 2, S 14° 00' 00" E a distance of 523.00 feet to a point on the northerly right of way line of Hastings Park Drive, 50.00 feet wide; thence by the northerly right of way line of Hastings Park Drive, N 76° 00' 00" E a distance of 72.00 feet to a point in Hastings Park Drive; thence by a line through Hastings Park Drive, S 14° 00' 00" E a distance of 4.00 feet to a point; thence continuing by same S 76° 00' 00" W a distance of 0.50 feet to a point on the generally northerly side of a curb in said Hastings Park Drive; thence by the generally northerly side of a curb in Hastings Park Drive the following three (3) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet, also having a chord bearing of S 31° 01' 28" W and a chord distance of 6.36 feet, to a point of tangency;

S 76° 00' 00" W a distance of 98.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally easterly side of a curb in Hastings Park Drive;

thence by the generally easterly side of a curb in Hastings Park Drive, the following three (3) courses and distances:

N 14° 00' 00" W a distance of 353.50 feet;

S 76° 00' 00" W a distance of 98.36 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally easterly side of a curb in Broad Way, 50.00 feet wide;

thence by the generally easterly side of a curb in Broad Way N 14° 00' 00" W a distance of 160.00 feet to a point of curvature; thence continuing by same in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally southerly side of a curb in said Orion Road; thence by the generally southerly side of a curb in said Orion Road N 76° 00' 00" E a distance of 205.86 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet to a point of tangency; thence by a line through said Orion Road N 76° 00' 00" E a distance of 0.50 feet to a point; thence continuing by same S 14° 00' 00" E a distance of 6.00 feet to a point on the southerly right of way line of said Orion Road; thence by the southerly right of way line of said Orion Road S 76° 00' 00" W a distance of 72.02 feet to a point on the line dividing Lot 214-R and Lot 199-R in said Charter Homes at Hastings Plan Revision No. 2, at the point of beginning.

Containing 42,549 square feet or 0.977 acres.



### **Common Element 2**

All that certain portion of Broad Way in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally easterly right of way line of Broad Way, 50.00 feet wide, and the generally northerly right of way line of Orion Road, 50.00 feet wide, as shown in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157; thence from said point of beginning by the generally easterly right of way line of Broad Way S 14° 00' 00" E a distance of 10.45 feet to a point on the generally easterly side of a curb in Broad Way; thence by the generally easterly side of a curb in Broad Way the following four (4) courses and distances:

in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 13.92 feet, also having a chord bearing of N 55° 58' 44" W and a chord distance of 12.71 feet, to a point of tangency;

N 14° 00' 00" W a distance of 98.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet to a point of tangency;

N 76° 00' 00" E a distance of 4.00 feet;

thence by the generally easterly right of way line of Broad Way S 14° 00' 00" E a distance of 101.50 feet to a point at the intersection of the generally easterly right of way line of Broad Way and the generally northerly right of way line of said Orion Road, at the point of beginning.

Containing 928 square feet or 0.021 acres.

### **Common Element 3**

All that certain parcel of land being portions of Lot 181-R, Lot 182-R, Lot 183-R, Lot 184-R, Lot 185-A-R, Lot 185-B-R, and Lot 185-C-R, and portions of Hastings Crescent Street, Broad Way, and Allan Street in the Charter Homes at Hastings Plan Revision No. 1 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 78, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the westerly right of way line of Allan Street, 50.00 feet wide, in the Charter Homes at Hastings Plan Revision No. 1 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 78, said point being S 14° 00' 00" E a distance of 4.00 feet from the intersection of the westerly right of way line of Allan Street and the southerly right of way line of Hastings Crescent Street, variable width; thence from said point of beginning by a line through Lots 181-R through 185-A-R in said Charter Homes at Hastings Plan Revision No. 1, S 76° 00' 00" W a distance of 124.70 feet to a point in Lot 185-A-R in said Charter Homes at Hastings Plan Revision No. 1; thence by a line through Lot 185-A-R, S 14° 00' 00" E a distance of 5.00 feet to a point; thence by a line through Lots 185-A-R through 185-C-R in said Charter Homes at Hastings Plan Revision No. 1, S 76° 00' 00" W a distance of 350.50 feet to a point on the easterly side of a curb in Broad Way, 50.00 feet wide; thence by the easterly side of a curb in Broad Way N 14° 00'

00" W a distance of 31.00 feet to a point of curvature on the generally southerly side of a curb in said Hastings Crescent Street; thence by the generally southerly side of a curb in said Hastings Crescent Street the following sixteen (16) courses and distances:

in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

N 76° 00' 00" E a distance of 15.04 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 2.50 feet through an arc distance of 5.89 feet to a point of tangency;

S 31° 00' 00" W a distance of 19.42 feet;

N 76° 00' 00" E a distance of 255.97 feet;

N 31° 00' 00" E a distance of 23.59 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 3.53 feet to a point of tangency;

N 76° 00' 00" E a distance of 29.37 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 2.50 feet through an arc distance of 5.89 feet to a point of tangency;

S 31° 00' 00" W a distance of 19.42 feet;

N 76° 00' 00" E a distance of 115.97 feet;

N 31° 00' 00" E a distance of 24.42 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 2.50 feet through an arc distance of 1.96 feet to a point of tangency;

N 76° 00' 00" E a distance of 35.38 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

S 14° 00' 00" E a distance of 26.00 feet to a point on the westerly side of a curb in said Allan Street;

thence by the westerly side of a curb in said Allan Street S 76° 00' 00" W a distance of 10.50 feet to a point on the westerly right of way line of said Allan Street, at the point of beginning.

Containing 12,245 square feet or 0.281 acres.

#### **Common Element 4**

All that certain portion of Allan Street, in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally westerly right of way line of Allan Street, 50.00 feet wide, and the generally northerly right of way line of Orion Road, 50.00 feet wide, in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157; thence from said point of beginning by the generally westerly right of way line of said Allan Street N 14° 00' 00" W a distance of 101.50 feet to a point on the generally westerly side of a curb in Allan Street; thence by a line on the generally westerly side of a curb in Allan Street the following six (6) courses and distances:

N 76° 00' 00" E a distance of 6.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet to a point of tangency;

S 14° 00' 00" E a distance of 93.88 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 85.50 feet  
 through an arc distance of 4.63 feet to a point of compound curvature;  
 in a westerly direction by a curve bearing to the right having a radius of 9.50 feet  
 through an arc distance of 14.41 feet to a point of tangency;  
 S 76° 00' 00" W a distance of 0.89 feet to a point on the generally northerly side of a  
 curb in Orion Road, also being the generally westerly right of way line of Allan Street  
 as projected;  
 thence by the generally westerly right of way line of Allan Street as projected, N 14° 00' 00"  
 W a distance of 10.50 feet to a point at the intersection of the generally westerly right of way  
 line of said Allan Street and the generally northerly right of way line of said Orion Road, at  
 the point of beginning.

Containing 1151 square feet or 0.026 acres.

### **Common Element 5**

All that certain parcel of land being a portion of Parcel C in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the southerly side of a curb in Parcel C in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, said point being the following three (3) courses and distances from the southwesterly corner of Lot 132 in said Charter Homes at Hastings Plan:

S 14° 00' 00" E a distance of 27.00 feet;

N 76° 00' 00" E a distance of 12.88 feet;

S 14° 00' 00" E a distance of 0.50 feet;

thence from said point of beginning by the southerly side of a curb in Parcel C in said Charter Homes at Hastings Plan, N 76° 00' 00" E a distance of 73.13 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 24.50 feet through an arc distance of 38.48 feet to a point of tangency on the westerly side of a curb in Parcel C in said Charter Homes at Hastings Plan; thence by the westerly side of a curb in Parcel C in said Charter Homes at Hastings Plan, S 14° 00' 00" E a distance of 16.35 feet to a point of curvature; thence continuing by same in an southerly direction by a curve bearing to the right having a radius of 14.50 feet through an arc distance of 30.40 feet to a point of reverse curvature on the northerly side of a curb in Parcel C in said Charter Homes at Hastings Plan; thence by the northerly side of a curb in Parcel C in said Charter Homes at Hastings Plan in a westerly direction by a curve bearing to the left having a radius of 395.53 feet through an arc distance of 86.35 feet to a point of reverse curvature on the easterly side of a curb in Parcel C in said Charter Homes at Hastings Plan; thence by the easterly side of a curb in Parcel C in said Charter Homes at Hastings Plan in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 26.84 feet to a point of tangency on the southerly side of a curb in Parcel C in said Charter Homes at Hastings Plan, at the point of beginning.

Containing 3812 square feet or 0.088 acres.

## Common Element 6

All that certain parcel of land being Lot 215-R and portions of Hastings Crescent Street, Gladwell Street, and Sray Lane, streets shown in the Charter Homes at Hastings Plan Revision No. 1 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 78, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the southerly right of way line and the westerly right of way line of First Alley, private, 20.00 feet wide, as shown in the Charter Homes at Hastings Plan Revision No. 1 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 78; thence from said point of beginning by the southerly right of way line of said First Alley N 76° 00' 00" E a distance of 26.02 feet to a point on the line dividing Lot 215-R and Lot 167 in said Charter Homes at Hastings Plan Revision No. 1; thence by the line dividing Lot 215-R and Lot 167 in said Charter Homes at Hastings Plan Revision No. 1, S 14° 00' 00" E a distance of 12.97 feet to a point; thence by the line dividing Lot 215-R from Lots 167 through 177 in said Charter Homes at Hastings Plan Revision No. 1, N 76° 00' 00" E a distance of 281.50 feet to a point on the line dividing Lot 215-R and Lot 179-R in said Charter Homes at Hastings Plan Revision No. 1; thence by the line dividing Lot 215-R and Lot 179-R in said Charter Homes at Hastings Plan Revision No. 1, S 14° 00' 00" E a distance of 150.50 feet to a point on the northerly side of a curb in Hastings Crescent Street, variable width; thence by the northerly side of a curb in said Hastings Crescent Street the following seven (7) courses and distances:

S 76° 00' 00" W a distance of 284.05 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 231.50 feet through an arc distance of 12.49 feet to a point of tangency;

S 49° 03' 26" W a distance of 7.80 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 235.50 feet through an arc distance of 192.95 feet, also having a chord bearing of N 75° 47' 43" W and a chord distance of 187.60 feet to a point of tangency;

N 52° 19' 25" W a distance of 21.24 feet;

Curve bearing to the left having a radius of 264.50 feet through an arc distance of 4.41 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.09 feet to a point of tangency on the easterly side of a curb in Gladwell Street, 50.00 feet wide;

thence by the easterly side of a curb in said Gladwell Street the following three (3) courses and distances:

N 31° 41' 42" E a distance of 62.65 feet to a point of curvature;

in a northerly direction by a curve bearing to the left having a radius of 114.50 feet through an arc distance of 73.91 feet to a point of tangency;

N 05° 17' 15" W a distance of 99.39 feet to a point of curvature on the generally southerly side of a curb in Sray Lane, 50.00 feet wide;

thence by the generally southerly side of a curb in said Sray Lane the following six (6) courses and distances:

in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

N 84° 42' 45" E a distance of 25.31 feet to a point of curvature;

in an easterly direction by a curve bearing to the left having a radius of 189.50 feet through an arc distance of 29.60 feet to a point of tangency;

N 75° 45' 43" E a distance of 15.07 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 4.50 feet  
 through an arc distance of 7.07 feet to a point of tangency;  
 S 14° 00' 00" E a distance of 5.00 feet to a point;  
 thence by a line through said Sray Lane N 75° 45' 43" E a distance of 0.50 feet to a point;  
 thence continuing by same S 14° 00' 01" E a distance of 1.01 feet to a point on the  
 southerly right of way line of said Sray Lane; thence by the line dividing said Lot 215-R and  
 Lot 161 in said Charter Homes at Hastings Plan Revision No. 1, S 76° 00' 00" W a distance  
 of 72.02 feet to a point; thence by the line dividing said Lot 215-R and Lots 161 through 166  
 in said Charter Homes at Hastings Plan Revision No. 1, S 14° 00' 00" E a distance of  
 166.00 feet to a point; thence by the line dividing said Lot 215-R and Lot 166, N 76° 00' 00"  
 E a distance of 70.00 feet to a point; thence continuing by same N 14° 00' 00" W a distance  
 of 13.00 feet to a point at the intersection of the southerly right of way line and the westerly  
 right of way line of said First Alley, at the point of beginning.

Containing 73,231 square feet or 1.681 acres.

### **Common Element 7**

All that certain parcel of land, being Lot 216-R in the Charter Homes at Hastings Plan Highway Right of Way Revision as recorded in Allegheny County Department of Real Estate in Plan Book Volume 302, Page 139 and portions of Gladwell Street and Hastings Crescent Street, shown in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot 216-R in the Charter Homes at Hastings Plan Highway Right of Way Revision as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 302, Page 139, Lot 217-R1 in the Over the Bar Café Lot Line Revision Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 304, Page 4, and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence from said point of beginning by the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and lands now or formerly of Pittsburgh and Ohio Central Railroad Company S 40° 33' 49" E a distance of 48.28 feet to a point; thence continuing by same S 89° 36' 43" E a distance of 70.62 feet to a point on the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 106 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157; thence by the line dividing said Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and said Lot 106 in said Charter Homes at Hastings Plan, S 00° 25' 12" W a distance of 122.17 feet to a point on the generally westerly side of a curb in Preserve Lane, 50.00 feet wide; thence by the generally westerly side of a curb in Preserve Lane in a southerly direction by a curve bearing to the left having a radius of 40.00 feet through an arc distance of 122.91 feet, also having a chord bearing of S 45° 17' 09" E and a chord distance of 79.95 feet to a point on the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 105 in said Charter Homes at Hastings Plan; thence by the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 105 in said Charter Homes at Hastings Plan, S 00° 24' 40" W a distance of 94.81 feet to a point; thence by the line dividing said Lot 216-R in said Charter Homes at Hastings

Plan Highway Right of Way Revision from Lots 105 through 101 in said Charter Homes at Hastings Plan S 89° 34' 48" E a distance of 375.13 feet to a point on the generally westerly side of a curb in Gladwell Street, 50.00 feet wide; thence by the generally westerly side of a curb in said Gladwell Street the following three (3) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 85.50 feet through an arc distance of 26.23 feet, also having a chord bearing of S 22° 54' 25" W and a chord distance of 26.13 feet to a point of tangency;

S 31° 41' 42" W a distance of 62.65 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.09 feet to a point of reverse curvature on the generally northerly side of a curb in Hastings Crescent Street, 40.00 feet wide;

thence by the generally northerly side of a curb in Hastings Crescent Street the following three (3)

courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 264.50 feet through an

arc distance of 250.45 feet to a point of tangency;

page 2

S 62° 25' 00" W a distance of 88.81 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 29.50 feet through an arc distance of 31.42 feet to a point on the line dividing Lot 216-R and Parcel D in said Charter Homes at Hastings Plan Highway Right of Way Revision as projected;

thence continuing through Hastings Crescent Street, and by the line dividing Lot 216-R and Parcel D in said Charter Homes at Hastings Plan Highway Right of Way Revision the following three (3) courses and distances:

N 28° 22' 07" W a distance of 130.91 feet to a point of curvature;

in a northerly direction by a curve bearing to the left having a radius of 565.00 feet through an arc distance of 220.89 feet to a point of tangency;

N 50° 46' 08" W a distance of 23.55 feet to a point on the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 217-R1 in the Over the Bar Café Lot Line Revision Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 304, Page 4;

thence by the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 217-R1 in said Over the Bar Café Lot Line Revision Plan N 34° 21' 31" E a distance of 165.03 feet to a point common to said Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision, Lot 217-R1 in said Over the Bar Café Lot Line Revision Plan, and lands now or formerly of said Pittsburgh and Ohio Central Railroad Company, at the point of beginning.

Containing 71,920 square feet or 1.651 acres.

### **Common Element 8**

All those certain rights of way, being First Alley, Thurmont Alley, and Richard Alley, in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the easterly right of way line of Richard Alley, private, 20.00 feet wide, and the southerly right of way line of Sray Lane, 50.00 feet wide, in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157; thence from said point of beginning by the easterly right of way line of Richard Alley S 14° 00' 00" E a distance of 310.00 feet to a point on the northerly right of way line of Hastings Crescent Street, 50.00 feet wide; thence by the northerly right of way line of Hastings Crescent Street S 76° 00' 00" W a distance of 20.00 feet to a point at the intersection of the westerly right of way line of said Richard Alley; thence by the westerly right of way line of said Richard Alley N 14° 00' 00" W a distance of 215.00 feet to a point on the southerly right of way line of Thurmont Alley, private, 20.00 feet wide; thence by the southerly right of way line of Thurmont Alley S 76° 00' 00" W a distance of 547.00 feet to a point on the easterly right of way line of First Alley, private, 20.00 feet wide; thence by the easterly right of way line of First Alley S 14° 00' 00" E a distance of 58.01 feet to a point on the southerly right of way line of said First Alley; thence by the southerly right of way line of First Alley S 76° 00' 00" W a distance of 20.00 feet to a point on the westerly right of way line of said First Alley; thence by the westerly right of way line of First Alley N 14° 00' 00" W a distance of 153.00 feet to a point on the southerly right of way line of said Sray Lane; thence by the southerly right of way line of said Sray Lane N 76° 00' 00" E a distance of 20.00 feet to a point on the easterly right of way line of said First Alley; thence by the easterly right of way line of said First Alley S 14° 00' 00" E a distance of 75.00 feet to a point on the northerly right of way line of said Thurmont Alley; thence by the northerly right of way line of said Thurmont Alley, N 76° 00' 00" E a distance of 547.00 feet to a point on the westerly right of way line of said Richard Alley; thence by the westerly right of way line of said Richard Alley N 14° 00' 00" W a distance of 75.00 feet to a point on the southerly right of way line of said Sray Lane; thence by the southerly right of way line of said Sray Lane N 76° 00' 00" E a distance of 20.00 feet to a point on the southerly right of way line of said Sray Lane, at the point of beginning.

Containing 20,200 square feet or 0.464 acres.

### **Common Element 9**

All that certain parcel of land, being Lot 303 and portions of Longmore Lane, Hastings Crescent, and Pitcote, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally easterly right of way line of Longmore Lane, 50.00 feet wide, at the line dividing Lot 303 and Lot 253 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing said Lot 303 and Lot 253 in said Charter Homes at Hastings Plan No. 2 S 59° 15' 04" E a distance of 50.00 feet to a point on the line dividing Lot 303 and Lot 254 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 254 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 10.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 46.00 feet to a point on the line dividing Lot 303 and Lot 255 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 255 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 10.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 40.00 feet to a point on the

line dividing Lot 303 and Lot 256 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 256 in said Charter Homes at Hastings Plan No. 2, the following three (3) courses and distances:

S 30° 44' 56" W a distance of 10.00 feet;

S 59° 15' 04" E a distance of 46.00 feet;

N 30° 44' 56" E a distance of 10.00 feet to a point on the line dividing Lot 303 and Lot 257 in said Charter Homes at Hastings Plan No. 2;

thence by the line dividing Lot 303 and Lot 257 in said Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 40.00 feet to a point; thence continuing by same N 30° 44' 56" E a distance of 10.00 feet to a point on the line dividing Lot 303 and Lot 258 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 258 in said Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 46.00 feet to a point; thence continuing by same S 80° 42' 34" E a distance of 47.11 feet to a point in Pitcote, private, 20.00 feet wide; thence by a line through Pitcote the following three (3) courses and distances:

S 09° 18' 59" W a distance of 40.25 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 20.00 feet through an arc distance of 9.06 feet to a point of tangency;

N 79° 33' 41" W a distance of 0.55 feet to a point on the generally northerly side of a curb in Hastings Crescent, 50.00 feet wide;

thence by the generally northerly side of a curb in Hastings Crescent the following six (6) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 20.67 feet, also having a chord bearing of S 66° 19' 12" W and a chord distance of 19.71 feet, to a point of reverse curvature;

in a westerly direction by a curve bearing to the left having a radius of 274.50 feet through an arc distance of 38.50 feet to a point of tangency;

S 88° 38' 54" W a distance of 53.13 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 224.52 feet through an arc distance of 236.18 feet to a point of tangency;

N 31° 04' 48" W a distance of 13.20 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 21.28 feet to a point of tangency on the generally easterly side of a curb in Longmore Lane, 50.00 feet wide;

thence by a line on the generally easterly side of a curb in Longmore Lane the following three (3) courses and distances:

N 30° 44' 56" E a distance of 189.99 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

S 59° 15' 04" E a distance of 1.00 feet to a point on the generally easterly right of way line of Longmore Lane as projected;

thence by the generally easterly right of way line of Longmore Lane S 30° 44' 56" W a distance of 113.61 feet to a point at the line dividing Lot 303 and Lot 253 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 34,383 square feet or 0.789 acres.



### **Common Element 10**

All that certain parcel of land, being Lot 304 and portions of Hastings Crescent and Pitcote in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot 304, Lot 259, and Lot 221 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 307 and Lot 221 in said Charter Homes at Hastings Plan No. 2, S 24° 45' 04" E a distance of 46.15 feet to a point on the northerly side of a curb in Hastings Crescent, 50.00 feet wide; thence by the northerly side of a curb in said Hasting Crescent the following four (4) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 85.50 feet through an arc distance of 60.63 feet, also having a chord bearing of N 86° 33' 55" W and a chord distance of 59.37 feet to a point of tangency;

N 66° 15' 04" W a distance of 19.64 feet to a point of curvature;

in a westerly direction by a curve bearing to the left having a radius of 274.50 feet through an arc distance of 29.33 feet to a point of reverse curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 27.80 feet to a point in Pitcote, private, 20.00 feet wide;

thence by a line through Pitcote N 80° 41' 01" W a distance of 0.50 feet to a point; thence continuing by same N 09° 18' 59" E a distance of 14.32 feet to a point on the line dividing said Lot 304 and Lot 259, as projected, in said Charter Homes at Charter Homes at Hastings Plan No. 2; thence by the line dividing said Lot 304 and Lot 259 in said Charter Homes at Hastings Plan No. 2, S 80° 41' 49" E a distance of 98.14 feet to a point common to Lot 304, Lot 259, and Lot 221 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 4,482 square feet or 0.103 acres.

### **Common Element 11**

All that certain parcel of land, being a portion of Lot 305 and portions of Longmore Lane and Chartiers Run, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally easterly right of way line of Longmore Lane, 59.00 feet wide at said point, and the generally southerly right of way line of Bow Street, private, 20.00 feet wide in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the generally easterly right of way line of Longmore Lane S 30° 44' 56" W a distance of 81.49 feet to a point at the southwesterly corner of Lot 272 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 305 from Lots 272 through 271 in said Charter Homes at Hastings Plan No. 2, S 59° 14' 33" E a distance of 72.00 feet to the southeasterly corner of Lot 271 in said Charter Homes

at Hastings Plan No. 2; thence by the line dividing Lot 305 and Lot 272 in said Charter Homes at Hastings Plan No. 2, N 30° 44' 56" E a distance of 81.50 feet to a point of curvature; thence by a line through Lot 305 in said Charter Homes at Hastings Plan No. 2 the following five (5) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.87 feet, also having a chord bearing of S 06° 02' 21" E and a chord distance of 7.08 feet to a point of tangency;

S 39° 03' 39" W a distance of 13.00 feet;

S 50° 56' 21" E a distance of 18.00 feet;

N 39° 03' 39" E a distance of 13.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.12 feet to a point of tangency on the line dividing Lot 305 and Lot 270 in said Charter Homes at Hastings Plan No. 2;

thence by the line dividing Lot 305 and Lot 270 in said Charter Homes at Hastings Plan No. 2, S 39° 03' 39" W a distance of 80.92 feet to a point at the southwesterly corner of Lot 270 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 305 from Lots 270 through 266 in said Charter Homes at Hastings Plan No. 2 the following three (3) courses and distances:

S 50° 56' 21" E a distance of 167.92 feet;

S 71° 10' 52" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the left having a radius of 5.00 feet through an arc distance of 2.54 feet to a point of reverse curvature on the generally northerly right of way line of Chartiers Run, private, 20.00 feet wide;

thence by a line through Chartiers Run the following three (3) courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 10.00 through an arc distance of 7.42 feet, also having a chord bearing of S 87° 33' 25" W and a chord distance of 7.25 feet to a point of tangency;

N 71° 10' 52" W a distance of 53.12 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 9.62 feet to a point in Lot 305 in said Charter Homes at Hastings Plan No. 2;

thence by a line through Lot 305 in said Charter Homes at Hastings Plan No. 2, the following ten (10) courses and distances:

N 39° 03' 39" E a distance of 11.72 feet;

N 50° 56' 21" W a distance of 54.00 feet;

S 39° 03' 39" W a distance of 13.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency;

N 50° 56' 21" W a distance of 1.00 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency;

N 39° 03' 39" E a distance of 13.00 feet;

N 50° 56' 21" W a distance of 45.00 feet;

S 39° 03' 39" W a distance of 13.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency in Chartiers Run;

thence by a line through said Chartiers Run the following three (3) courses and distances:

N 50° 56' 21" W a distance of 10.48 feet;

N 59° 15' 04" W a distance of 76.56 feet;

N 30° 44' 56" E a distance of 0.50 feet to a point on the generally eastern side of a curb in Longmore Lane;  
 thence by the generally eastern side of a curb in Longmore Lane the following six (6) courses and distances:  
 N 59° 15' 04" W a distance of 1.00 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 N 30° 44' 56" E a distance of 84.52 feet to a point of curvature;  
 in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 S 59° 15' 04" E a distance of 3.53 feet;  
 N 30° 44' 56" E a distance of 0.50 feet to a point on the generally southerly right of way line of said Bow Street;  
 thence by the generally southerly right of way line of said Bow Street S 59° 15' 04" E a distance of 6.48 feet to the intersection of the generally easterly right of way line of said Longmore Lane and the generally southerly right of way line of said Bow Street, at the point of beginning.

Containing 6,820 square feet or 0.157 acres.

### **Common Element 12**

All that certain parcel of land, being a portion of Lot 306 and a portion of Garden Landing in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the northeasterly corner of Lot 273 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 306 from Lots 273 and 274 in said Charter Homes at Hastings Plan No. 2, N 50° 56' 21" W a distance of 66.22 feet to a point; thence by a line through Lot 306 in said Charter Homes at Hastings Plan No. 2 the following three (3) courses and distances:

S 59° 15' 04" E a distance of 36.00 feet;

N 30° 44' 56" E a distance of 13.00 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency in Garden Landing, private, 20.00 feet wide;

thence by a line through Garden Landing S 59° 15' 04" E a distance of 8.00 feet to a point of curvature; thence continuing by same in a southerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 8.81 feet to a point of tangency on the generally westerly right of way line of Pitcote, private, 20.00 feet wide; thence by the generally westerly right of way line of Pitcote the following three (3) courses and distances:

S 08° 47' 29" E a distance of 32.47 feet;

S 35° 12' 54" W a distance of 71.97 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 16.38 feet to a point of tangency on the generally northerly right of way line of Bow Street, private, 20.00 feet wide;

thence by the generally northerly right of way line of Bow Street N 50° 56' 21" W a distance of 9.11 feet to a point at the line dividing said Lot 306 and Lot 273 in said Charter Homes at

Hastings Plan No. 2; thence by the line dividing said Lot 306 and Lot 273 in said Charter Homes at Hastings Plan No. 2 N 39° 03' 39" E a distance of 81.50 feet to a point at the northeasterly corner of Lot 273 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 2,271 square feet or 0.052 acres.

### **Common Element 13**

All that certain parcel of land, being a portion of Lot 306 and a portion of Garden Landing, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot 306, Lot 276, and Lot 277 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing said Lot 306 and Lot 277, N 35° 03' 39" E a distance of 6.71 feet to a point in Garden Landing, private, 20.00 feet wide; thence by a line through Garden Landing S 59° 15' 04" E a distance of 71.93 feet to a point of curvature; thence continuing through same in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency in Lot 306 in said Charter Homes at Hastings Plan No. 2; thence by a line through Lot 306 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 13.00 feet to a point on the line dividing said Lot 306 and Lot 274 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 306 from Lot 274 through Lot 276 in said Charter Homes at Hastings Plan No. 2 N 50° 56' 21" W a distance of 78.26 feet to a point common to Lot 306, Lot 276, and Lot 277 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 949 square feet or 0.022 acres.

### **Common Element 14**

All those certain portions of Pitcote, Westcott Lane, and Garden Landing rights of way in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally westerly right of way line of Pitcote, private, 36.00 feet wide at said point, and the generally northerly right of way line of Garden Landing, private, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the generally westerly right of way line of Pitcote N 30° 44' 56" E a distance of 70.00 feet to a point on the generally southerly right of way line of Westcott Lane, private, 20.00 wide; thence by the generally southerly right of way line of Westcott Lane N 59° 15' 04" W a distance of 10.83 feet to a point; thence by a line through said Westcott Lane in a northerly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.69 feet, also having a chord bearing of N 85° 29' 04" E and a chord distance of 3.46 feet to a point of tangency; thence continuing by same S 59° 15' 04" E a distance of 8.00 feet to a point of curvature on the generally westerly right of

way line of said Pitcote; thence by a line through said Pitcote the following three (3) courses and distances:

In a southerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 15.71 feet to a point of tangency;

S 30° 44' 56" W a distance of 54.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 15.71 feet to a point of tangency;

thence by a line through said Garden Landing N 59° 15' 04" W a distance of 8.00 feet to a point of curvature; thence continuing by same in a northerly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.69 feet to a point of tangency on the generally northerly right of way line of said Garden Landing; thence by the generally northerly right of way line of said Garden Landing S 59° 15' 04" E a distance of 10.83 feet to a point at the intersection of the generally westerly right of way line of said Pitcote and the generally northerly right of way line of said Garden Landing, at the point of beginning.

Containing 737 square feet or 0.017 acres.

### **Common Element 15**

All that certain parcel of land, being a portion of Lot 307 in the Charter Homes at Hastings Plan No.2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point being the southeasterly corner of the parcel herein after described, said point being the following two (2) courses and distances from a point on the generally northerly right of way line of Garden Landing, private, 20.00 feet wide, at the line dividing Lot 307 and Lot 280, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98:

N 30° 44' 56" E a distance of 16.00 feet;

N 59° 15' 04" W a distance of 6.00 feet;

thence from said point of beginning by a line through Lot 307 in said Charter Homes at Hastings Plan No. 2 the following four (4) courses and distances:

N 59° 15' 04" W a distance of 18.00 feet;

N 30° 44' 56" E a distance of 38.00 feet;

S 59° 15' 04" E a distance of 18.00 feet;

S 30° 44' 56" W a distance of 38.00 feet to a point, at the point of beginning.

Containing 684 square feet or 0.016 acres.

### **Common Element 16**

All that certain parcel of land, being Lot 308 and portions of Cranford Lane and Westcott Lane in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the northeasterly corner of Lot 282 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 308 from Lots 282 through 285 in said Charter Homes at Hastings Plan No. 2, N 59° 15' 04" W a distance of 98.00 feet to a point at the northwesterly corner of Lot 285 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 308 and Lot 285 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 62.00 feet to a point in Westcott Lane, private, 20.00 feet wide; thence by a line through Westcott Lane N 59° 15' 04" W a distance of 12.00 feet to a point on the line dividing Lot 308 and Lot 286 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 308 and Lot 286 in said Charter Homes at Hastings Plan No. 2, N 30° 44' 56" E a distance of 62.00 feet to a point at the northeasterly corner of Lot 286 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 308 from Lots 286 through 290 in said Charter Homes at Hastings Plan No. 2, N 59° 15' 04" W a distance of 120.00 feet to a point on the generally easterly right of way line of Cranford Lane, 50.00 feet wide, at the northwesterly corner of Lot 290 in said Charter Homes at Hastings Plan No. 2; thence by the generally easterly right of way line of Cranford Lane S 30° 44' 56" W a distance of 61.50 feet to a point on the generally easterly side of a curb in Cranford Lane; thence by the generally easterly side of a curb in Cranford Lane the following four (4) courses and distances:

N 59° 15' 04" W a distance of 1.00 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 N 30° 44' 56" E a distance of 77.00 feet to a point of curvature;  
 in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally southerly side of a curb in Cranford Lane;

thence by the generally southerly side of a curb in Cranford Lane S 59° 15' 04" E a distance of 232.00 feet to a point of curvature; thence continuing by same in a southerly direction by a curve to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally westerly side of a curb in Cranford Lane; thence by the generally westerly side of a curb in Cranford Lane the following three (3) courses and distances:

S 30° 44' 56" W a distance of 77.00 feet to a point of curvature;  
 in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 N 59° 15' 04" W a distance of 1.00 feet to a point on the generally western right of way line of Cranford Lane as projected;

thence by the generally western right of way line of Cranford Lane N 30° 44' 56" E a distance of 61.50 feet to the northeasterly corner of said Lot 282 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 10,618 square feet or 0.244 acres.

### **Common Element 17**

All those certain portions of Longmore Lane, Westcott Lane, and Garden Landing in the Charter Homes at Hastings Plan No. 2 as recorded in Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally easterly right of way line of Longmore Lane, 50.00 feet wide at said point, and the generally northerly right of way line of Garden Landing, private, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the generally northerly right of way line of Garden Landing S 59° 15' 04" E a distance of 10.00 feet to a point; thence by a line through Garden Landing the following three (3) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 4.64 feet, also having a chord bearing of N 85° 48' 59" W and a chord distance of 4.47 feet to a point of tangency;

N 59° 15' 04" W a distance of 6.00 feet;

N 30° 44' 56" E a distance of 0.50 feet to a point on the generally easterly side of a curb in said Longmore Lane;

thence by the generally easterly side of a curb in Longmore Lane, the following five (5) courses and distances:

N 59° 15' 04" W a distance of 1.00 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

N 30° 44' 56" E a distance of 54.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an

arc distance of 14.92 feet to a point of tangency;

S 59° 15' 04" E a distance of 1.00 feet to a point in Westcott Lane, private, 20.00 feet

wide;

thence by a line through Westcott Lane the following three (3) courses and distances:

N 30° 44' 56" E a distance of 0.50 feet;

S 59° 15' 04" E a distance of 6.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 4.64 feet to a point of tangency on the generally southerly right of way line of Westcott Lane;

thence by the generally southerly right of way line of Westcott Lane N 59° 15' 04" W a distance of 10.00 feet to a point on the generally easterly right of way line of said Longmore Lane; thence by the generally easterly right of way line of said Longmore Lane S 30° 44' 56" W a distance of 70.00 feet to a point at the intersection of the generally easterly right of way line of said Longmore Lane and the generally northerly right of way line of said Garden Landing, at the point of beginning.

Containing 763 square feet or 0.018 acres.

### **Common Element 18**

All that certain right of way being a portion of Longmore Lane in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally easterly right of way line of Longmore Lane, 59.00 feet wide at said point, and the generally northerly right of way line of Bow Street, private, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 2 as recorded Allegheny County Department of Real Estate in Plan Book Volume 303, Page 98;

thence from said point of beginning by a line through Longmore Lane N 59° 15' 04" W a distance of 6.47 feet to a point; thence continuing through same N 30° 44' 56"E a distance of 0.50 feet to a point on the generally easterly side of a curb in said Longmore Lane; thence by the generally easterly side of a curb in Longmore Lane the following five (5) courses and distances:

N 59° 15' 04" W a distance of 3.53 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 N 30° 44' 56" E a distance of 63.50 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 S 59° 15' 04" E a distance of 1.00 feet to a point;

thence continuing through Longmore Lane N 30° 44' 56"E a distance of 0.50 feet to a point; thence by same S 59° 15' 04" E a distance of 9.00 feet to a point on the generally easterly right of way line of Longmore Lane; thence by the generally easterly right of way line of Longmore Lane S 30° 44' 56" W a distance of 83.50 feet to a point at the intersection of the generally easterly right of way line of Longmore Lane and the generally northerly right of way line of said Bow Street, at the point of beginning.

Containing 1578 square feet or 0.036 acres.

### **Common Element 19**

All that certain parcel of land being Lot 301 and portions of Longmore Lane, Cranford Lane, and Ashton Row in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally southerly right of way line of Cranford Lane, 50.00 feet wide, at the line dividing Lot 301 and Lot 300, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the generally southerly right of way line of Cranford Lane N 59° 15' 04" W a distance of 67.00 feet to a point; thence by a line through said Cranford Lane N 30° 44' 56" E a distance of 1.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 0.50 feet to a point of curvature on the generally southerly side of a curb in Cranford Lane; thence by the generally southerly side of a curb in Cranford Lane the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet, also having a chord bearing of N 75° 44' 56" E and a chord distance of 13.44 feet, to a point of tangency;  
 S 59° 15' 04" E a distance of 82.00 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally westerly side of a curb in Longmore Lane, variable width;

thence by the generally westerly side of a curb in said Longmore Lane the following three (3) courses and distances:

S 30° 44' 56" W a distance of 264.84 feet to a point of curvature;



in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
 N 59° 15' 04" W a distance of 1.00 feet to a point on the generally northerly side of a curb in Ashton Row, private, 20.00 feet wide;  
 thence by a line through Ashton Row S 30° 44' 56" W a distance of 0.50 feet to a point;  
 thence continuing by same N 59° 15' 04" W a distance of 24.00 feet to a point at the line dividing Lot 301 and Lot 291 as projected; thence by the line dividing Lot 301 from Lots 291 through 300 in said Charter Homes at Hastings Plan No. 2, N 30° 44' 56" E a distance of 273.84 feet to a point on the generally southerly right of way line of Cranford Lane common to Lot 301 and Lot 300 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 10,445 square feet or 0.240 acres.

### **Common Element 20**

All that certain parcel of land, being portions of Longmore Lane, Cranford Lane, Hastings Crescent, Ashton Row, and Sycamore Lane, and Lot 302 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally southerly right of way line of Cranford Lane, 50.00 feet wide, at the line dividing Lot 302 and Lot 243 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 302 and Lot 243 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 54.00 feet to a point on the line dividing Lot 302 and Lot 244 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 244 in said Charter Homes at Hastings Plan No. 2, N 59° 15' 04" W a distance of 10.00 feet to a point; thence continuing by same S 30° 44' 56" W a distance of 46.00 feet to a point on the line dividing Lot 302 and Lot 245 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 245 in said Charter Homes at Hastings Plan No. 2, the following three (3) courses and distances:

N 59° 15' 04" W a distance of 10.00 feet;

S 30° 44' 56" W a distance of 46.00 feet;

S 59° 15' 04" E a distance of 15.00 feet to a point on the line dividing Lot 302 and Lot 246 in said Charter Homes at Hastings Plan No. 2;

thence by the line dividing Lot 302 and Lot 246 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 40.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 5.00 feet to a point on the line dividing Lot 302 and Lot 247 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 247 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 40.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 5.00 feet to a point on the line dividing Lot 302 from Lot 248 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 from Lots 248 through 250 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 119.12 feet to a point on the line dividing Lot 302 and Lot 250 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 250 in said Charter Homes at Hastings Plan No. 2, S 14° 15' 04" E a distance of 74.56 feet to a point on the line dividing Lot 302 and Lot 250 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 from Lots 250 through 251 in said

Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 112.28 feet to a point on the line dividing Lot 302 and Lot 252 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 252 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 10.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 50.00 feet to a point on the generally westerly right of way line of Longmore Lane, 50.00 feet wide; thence by the generally westerly right of way line of Longmore Lane N 30° 44' 56" E a distance of 117.50 feet to a point on the generally westerly side of a curb in Longmore Lane; thence by the generally westerly side of a curb in Longmore Lane the following four (4) courses and distances:

S 59° 15' 04" E a distance of 1.00 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

S 30° 44' 56" W a distance of 198.37 feet to a point of curvature;  
in a westerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 38.84 feet to a point of reverse curvature on the generally northerly side of a curb in Hastings Crescent, variable width;

thence by the generally northerly side of a curb in Hastings Crescent the following five (5) courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 377.50 feet through an arc distance of 184.10 feet to a point of reverse curvature;

in a northerly direction by a curve bearing to the right having a radius of 74.50 feet through an arc distance of 63.72 feet to a point of tangency;

N 14° 00' 00" W a distance of 33.74 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 6.95 feet to a point of reverse curvature;

in an easterly direction by a curve bearing to the left having a radius of 117.50 feet through an arc distance of 6.13 feet to a point on the generally westerly side of a curb in Sycamore Lane, 20.00 feet wide;

thence by the generally westerly side of a curb in Sycamore Lane, the following nine (9) courses and distances:

in an easterly direction by a curve bearing to the left having a radius of 117.50 feet through an arc distance of 134.91 feet to a point of tangency;

N 04° 31' 55" E a distance of 5.11 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 333.50 feet through an arc distance of 71.80 feet to a point of tangency;

N 16° 28' 11" E a distance of 5.02 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 333.72 feet through an arc distance of 108.76 feet to a point of tangency;

N 36° 05' 05" E a distance of 5.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 333.50 feet through an arc distance of 96.41 feet to a point of tangency;

N 53° 00' 30" E a distance of 9.64 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 41.50 feet through an arc distance of 50.49 feet to a point of compound curvature on the generally southerly side of a curb in Cranford Lane, 50.00 feet wide;

thence by the generally southerly side of a curb in Cranford Lane the following four (4) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 6.91 feet to a point of tangency;

S 30° 44' 56" W a distance of 1.48 feet;

S 59° 15' 04" E a distance of 105.50 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 9.50 feet  
 through an arc distance of 14.92 feet to a point of tangency in Ashton Row, private,  
 20.00 feet wide;

thence by a line through Ashton Row S 59° 15' 04" E a distance of 0.50 feet to a point;  
 thence continuing by same S 30° 44' 56" W a distance of 1.00 feet to a point on the  
 generally southerly right of way line of Cranford Lane; thence by the generally southerly  
 right of way line of Cranford Lane N 59° 15' 04" W a distance of 113.00 feet to a point on  
 the generally southerly right of way line of Cranford Lane at the line dividing Lot 302 and Lot  
 243 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 50,415 square feet or 1.157 acres.

### **Common Element 21**

All that certain parcel of land, being Parcel A-R Revised in the Charter Homes at Hastings  
 Plan No.3 as recorded in the Allegheny County Department of Real Estate, in Plan Book  
 Volume 309, Page 178, situate in South Fayette Township, Allegheny County,  
 Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally southerly right of way line of Hasting Crescent, 50.00  
 feet wide at the line dividing Parcel A-R Revised and Lot 390, in the Charter Homes at  
 Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in  
 Plan Book Volume 309, Page 178; thence from said point of beginning by the generally  
 southerly right of way line of said Hastings Crescent in an easterly direction by a curve  
 bearing to the left having a radius of 125.00 feet through an arc distance of 95.71 feet, also  
 having a chord bearing of N 66° 50' 08 " E and a chord distance of 93.39 feet to a point of  
 tangency; thence continuing by same N 44° 54' 01" E a distance of 42.99 feet to a point at  
 the line dividing Parcel A-R Revised and Lot 214 in the Charter Homes at Hastings Plan No.  
 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume  
 303, Page 98; thence by the line dividing Parcel A-R Revised and Lot 214 in said Charter  
 Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 227.26 feet to a point on the  
 line dividing Parcel A-R Revised and lands of now or formerly Pittsburgh and Ohio Central  
 Railroad Company; thence by the line dividing Parcel A-R Revised and lands of now or  
 formerly Pittsburgh and Ohio Central Railroad Company in a southwesterly direction by a  
 curve bearing to the right having a radius of 634.14 through an arc distance of 217.24 feet,  
 also having a chord bearing of S 40° 31' 59" W and a chord distance of 216.18 feet to a  
 point at the line dividing Parcel A-R Revised and Lot 393 in said Charter Homes at Hastings  
 Plan No. 3; thence by the line dividing Parcel A-R Revised and Lot 393 in said Charter  
 Homes at Hastings Plan No. 3, N 73° 26' 13" W a distance of 72.22 feet to a point at the  
 line dividing Parcel A-R Revised and Lot 392 in said Charter Homes at Hastings Plan No. 3;  
 thence by the line dividing Parcel A-R Revised from Lots 392 through 390 in said Charter  
 Homes at Hastings Plan No. 3, N 01° 17' 23" E a distance of 161.40 feet to a point at the  
 line dividing Parcel A-R Revised and Lot 390 in said Charter Homes at Hastings Plan No. 3;  
 thence by the line dividing Parcel A-R Revised and said Lot 390 in said Charter Homes at  
 Hastings Plan No. 3, N 73° 26' 13" W a distance of 110.00 feet to a point on the generally  
 southerly right of way line of Hasting Crescent at the line dividing Parcel A-R Revised and  
 Lot 390 in said Charter Homes at Hastings Plan No. 3, at the point of beginning.

Containing 39,428 square feet or 0.905 acres.

### **Common Element 22**

All that certain parcel of land, being Parcel 413, in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the easterly right of way line of Allan Street, 50.00 feet wide, and the southerly right of way line of Hastings Crescent Street, variable width, in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the southerly right of way of Hastings Crescent Street in a northeasterly direction by a curve bearing to the right having a radius of 375.02 feet through an arc distance of 134.94 feet, also having a chord bearing of S 82° 48' 08" E and a chord distance of 134.22 feet to a point at the line dividing Parcel 413 and Lot 313, in the Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 413 and Lot 313, S 04° 09' 29" W a distance of 26.05' to a point common to Parcel 413, Lot 313 and Lot 312 in the Charter Homes at Hastings Plan No. 3; thence by the line dividing Lot 309 through Lot 312 from Parcel 413 in the Charter Homes at Hastings Plan No. 3, N 85° 50' 31" W a distance of 98.00 feet to a point; thence by the line dividing Parcel 413 and Lot 309 S 04° 09' 29" W a distance of 76.68 feet to a point on the easterly right of way of said Allan Street; thence along the easterly right of way of said Allan Street, N 14° 00' 00" W a distance of 115.60 feet to the intersection of the easterly right of way of Allan Street and the southerly right of way of Hastings Crescent Street, at the point of beginning.

Containing 5,295 square feet or 0.122 acres.

### **Common Element 23**

All that certain parcel of land, being Parcel 414, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way Allan Street, 50.00 feet wide and the southerly right of way of Preston Way, private, 20 feet wide, in the Charter Homes at Hastings Plan No. 3, recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point by the southerly right of way of Preston Way in an easterly direction by a curve bearing to the right having a radius of 165.00 feet through an arc distance of 61.13 feet, also having a chord bearing of S 89° 30' 52" E and a chord distance of 60.78 feet, to a point of curvature at the intersection of the southerly right of way of said Preston Way and the westerly right of way of Lynk Way, private, 20 feet wide in the Charter Homes at Hastings Plan No. 3; thence from said point by the westerly right of way of Lynk Alley in a southerly direction by a curve bearing to the right having a radius of 2.03 feet through a chord distance of 2.47 feet, also having a chord bearing of S 43° 48' 54" E and a chord distance of 2.32 feet to a point on the line dividing Parcel 414 and Lot 350 in the Charter Homes at Hastings Plan No. 3; thence from said point by the line dividing Lot 350 and Parcel 414, S 76° 00' 00" W a distance of 60.00 feet to a point on the easterly right of way of Allan Street; thence by the easterly right of way of said Allan Street, N 14° 00' 00"

W a distance of 17.21 feet to the intersection of the easterly right of way Allan Street and the southerly right of way of Preston Way, the point of beginning.

Containing 682 square feet or 0.016 acres.

#### **Common Element 24**

All that certain parcel of land, being Parcel 415, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the southwestern corner of Lot 353, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; N 15° 30' 58" E a distance of 40.60 feet to a point on the easterly right of way of Lynk Alley, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 3; the true point of beginning, thence from said true point of beginning by the easterly right of way of Lynk Alley in a northeasterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 18.03 feet, also having a chord bearing of N 50° 34' 47" E and a chord distance of 14.45 feet to a point on the westerly right of way of Preston Way, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of said Preston Way in a southeasterly direction by a curve bearing to the right having a radius of 165.00 feet through an arc distance of 32.00 feet, also having a chord bearing of S 59° 17' 03" E and a chord distance of 31.95 feet to a point of compound curvature; thence continuing by same in a southeasterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 12.22 feet, also having a chord bearing of S 09° 58' 31" E and a chord distance of 11.06 feet to a point on the northerly right of way of Goodwin Alley, 20.00 feet wide, recorded in said Charter Homes at Hastings Plan No. 3; thence by the northerly right of way of said Goodwin Alley, S 33° 46' 36" W a distance of 29.18 feet to a point of curvature; thence continuing by same in a northwesterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 18.46', also having a chord bearing of N 80° 06' 42" W and a chord distance of 14.63 feet to a point on the easterly right of way of said Lynk Alley; thence by the easterly right of way of said Lynk Alley, N 14° 00' 00" W a distance of 41.00 feet to a point of curvature, at the true point of beginning.

Containing 1464 square feet or 0.03 acres.

#### **Common Element 25**

All that certain parcel of land, being Parcel 416, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the northerly right of way of Weavers Alley, 20.00 feet wide at the line dividing Parcel 416 and Lot 349 in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309,

Page 178; thence from said point of beginning by the line dividing Parcel 416 and Lot 349, N 56° 13' 24" W a distance of 70.00 feet to on the southerly right of way of Goodwin Alley, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the southerly right of way of said Goodwin Alley N 33° 46' 36" E a distance of 10.17 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 14.54 feet, also having a chord bearing of N 85° 50' 39" E and a chord distance of 12.62 feet to a point of tangency on the westerly right of way of Preston Way, 20 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of said Preston Way S 42° 05' 18" E a distance of 59.58 feet to a point of curvature; thence in a southerly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.69 feet, also having a chord bearing of S 04° 09' 21" E and a chord distance of 3.69 feet to a point of tangency on the northerly right of way of said Weavers Alley; thence by the northerly right of way of said Weavers Alley S 33° 46' 36" W a distance of 0.47 feet to a point on the line dividing Parcel 416 and Lot 349, at the point of beginning.

Containing 788 square feet or 0.02 acres.

### **Common Element 26**

All that certain parcel of land, being Parcel 417, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way of Allan Street, 50.00 feet wide, and the northerly right of way of Weavers Alley, private, 20.00 feet wide in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the southerly right of way of said Allan Street in a northwesterly direction by a curve bearing to the right having a radius of 325.00 feet through an arc distance of 148.42 feet, also having a chord bearing of N 29° 00' 56" W and a chord distance of 147.13 feet to a point on the line dividing Parcel 417 and Lot 353 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 417 and Lot 353 N 76° 00' 00" E a distance of 59.82 feet to a point at the intersection of the westerly right of way of Lynk Alley, 20.00 feet wide, and the generally westerly right of way of Goodwin Alley, private, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the generally westerly right of way of Goodwin Alley following four (4) courses and distances:

S 68° 46' 36" W a distance of 55.01 feet;

S 41° 54' 18" W a distance of 2.25 feet to a point of curvature;

in a southerly direction by a curve bearing to the left having a radius of 322.00 feet through an arc distance of 41.54 feet, also having a chord bearing of S 21° 06' 16" E and a chord distance of 41.51 feet to a point;

S 56° 13' 24" E a distance of 18.56' to a point at the western terminus of the southerly right of way of said Goodwin Alley;

thence by the line dividing Parcel 417 and Lot 349 in said Charter Homes at Hastings Plan No. 3, S 33° 46' 36" W a distance of 2.59 feet to a point, thence continuing by same S 56° 13' 24" E a distance of 70.00 feet to a point on the northerly right of way of said Weavers Alley, thence by the northerly right of way of Weavers Alley S 33° 46' 36" W a distance of

37.81 feet to the intersection of the easterly right of way of Allan Street and the northerly right of way of Weavers Alley, at the point of beginning.

Containing 2,348 square feet or 0.05 acres.

### **Common Element 27**

All that certain parcel of land, being Parcel 418, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way of Allan Street, 50.00 feet wide and the southerly right of way of Weavers Alley, 20.00 feet wide in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the southerly right of way of said Weavers Alley N 33° 46' 36" E a distance of 28.61 feet to a point on the line dividing Parcel 418 and Lot 348 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 and Lot 348 S 56° 13' 24" E a distance of 64.00' to a point at the southwesterly corner of said Lot 348; thence by the line dividing Parcel 418 from Lot 348 through Lot 344 in said Charter Homes at Hastings Plan No. 3, N 33° 46' 36" E a distance of 124.33 feet to a point at the southeasterly corner of Lot 344; thence by the line dividing Parcel 418 and Lot 344 N 56° 13' 24" W a distance of 64.00 feet to a point on the southerly right of way of said Weavers Alley; thence by the southerly right of way of said Weavers Alley N 33° 46' 36" E a distance of 8.24 feet to a point of curvature; thence continuing by same in a easterly direction by a curve bearing to the right with a radius of 8.00 feet through an arc distance of 14.54 feet, also having a chord bearing of N 85° 50' 36" E and a chord distance of 12.62', to a point on the westerly right of way of Preston Way, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of said Preston Way S 42° 05' 18" E a distance of 41.36 feet to a point at the southern terminus of said Preston Way; thence by the southern terminus of Preston Way N 49° 21' 15" E a distance of 20.01 feet to a point on the easterly right of way of said Preston Way; thence by the easterly right of way of Preston Way N 42° 05' 18" W a distance of 4.80 feet to a point on the line dividing Parcel 418 and Lot 319 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 and Lot 319 N 56° 52' 29" E a distance of 67.52 feet to a point at the southwesterly corner of Lot 319; thence by the line dividing Parcel 418 from Lot 319 through Lot 316 in said Charter Homes at Hastings Plan No. 3, N 33° 07' 31" W a distance of 102.33 feet to a point common to Parcel 418, Lot 316 and Lot 315 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 and Lot 315 N 56° 52' 29" E a distance of 25.18 feet to a point on the westerly right of way of Hastings Crescent Street, 50.00 feet wide, in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of Hastings Crescent Street the following three (3) courses and distances:

in a southerly direction by a curve bearing to the right with a radius of 375.03 feet through an arc distance of 50.82 feet, also having a chord bearing of S 34° 57' 44" E and a chord distance of 50.78 feet to a point of tangency;

S 31° 04' 48" E a distance of 50.31 feet to a point of curvature;

in a southeasterly direction by a curve bearing to the left having a radius of 264.02 feet through an arc distance of 125.93 feet, also having a chord bearing of S 44° 44'

38" E and a chord distance of 124.74 feet to a point on the line dividing Parcel 418 and Lot 326 in said Charter Homes at Hastings Plan No. 3;  
 thence by the line dividing Parcel 418 and Lot 326, S 27° 58' 14" W a distance of 28.52 feet to a point common to Parcel 418, Lot 326, Lot 323 and Parcel 419 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418, from Lot 323 through Lot 320 in said Charter Homes at Hastings Plan No. 3, N 50° 05' 37" W a distance of 102.66 feet to a point at the northeasterly corner of Lot 320; thence by the line dividing Parcel 418 and Lot 320 S 39° 54' 23" W a distance of 73.00 feet to a point at the northwesterly corner of Lot 320; thence by the line dividing Parcel 418 and Lot 320 S 50° 05' 37" E a distance of 0.66 feet to a point at the northern terminus of Westover Way, private, 20.00 feet wide, in said Charter Homes at Hastings Plan No. 3; thence by the northern terminus of Westover Way S 39° 54' 23" W a distance of 20.00 feet to a point on the westerly right of way of Westover Way; thence by the westerly right of way of Westover Way S 50° 05' 37" E a distance of 7.39 feet to a point at the northeasterly corner of Lot 339 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 from Lot 339 through Lot 343 in said Charter Homes at Hastings Plan No. 3 S 33° 46' 36" W a distance of 139.59 feet to a point on the easterly right of way of Allan Street; thence by the easterly right of way of Allan street the following three (3) courses and distances:

in a northwesterly direction by a curve bearing to the left having a radius of 525.00 feet through an arc distance of 23.41 feet, also having a chord bearing of N 50° 50' 38" W and a chord distance of 23.41 feet, to a point of tangency;  
 N 52° 07' 16" W a distance of 47.76 feet to a point of curvature;  
 in a northwesterly direction by a curve bearing to the right having a radius of 325.00 feet through an arc distance of 36.38 feet, also having a chord bearing of N 48° 54' 52" W and a chord distance of 36.36 feet to a point at the intersection of the easterly right of way of Allan Street and the southerly right of way of Weavers Alley, at the point of beginning.

Containing 19,414 square feet or 0.45 acres.

### **Common Element 28**

All that certain parcel of land, being Parcel 419, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way of Westover Way, private, 20.00 feet wide, at the line dividing Parcel 419 and Lot 326 in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the easterly right of way of said Westover Way N 56° 13' 24" W a distance of 13.18 feet to a point of curvature; thence continuing by same in a northwesterly direction by a curve bearing to the right having a radius of 190.00 feet through an arc distance of 1.81 feet, also having a chord bearing of N 55° 56' 43" W a distance of 1.77 feet to a point on the line dividing Parcel 419 and Lot 323 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 419 and Lot 323 N 39° 54' 23" E a distance of 72.11 feet to a point common to Parcel 419, Lot 323, Parcel 418 and Lot 326 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 419 and Lot 326 S 27° 58' 14" W a distance of 72.06 feet to a point on the easterly right of way of Westover Way, at the point of beginning.



Containing 538 square feet or 0.01 acres.

**Common Element 29**

All that certain parcel of land, being Parcel 420, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way of Allan Street, 50.00 feet wide, and the southerly right of way of Tulane Way, private, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence by the southerly right of way of said Tulane Way N 48° 00' 35" E a distance of 0.95 feet to a point; thence continuing by same N 47° 30' 20" E a distance of 2.82 feet to a point at the line dividing Parcel 420 and Lot 388, in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 420 from said Lot 388 and the western terminus of Archers Way, private, 18.00 feet wide, in said Charter Homes at Hastings Plan No. 3, S 56° 13' 24" E a distance of 94.37 feet; thence by the western terminus of Archer Way S 70° 09' 40" E a distance of 16.35 feet to a point on the southern right of way of Archer Way; thence by the southerly right of way of said Archers way N 33° 46' 36" E a distance of 79.09 feet to a point on the line dividing Parcel 420 and Lot 336 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 420 and Lot 336 S 19° 50' 20" W a distance of 76.76 feet to a point; thence continuing by same S 70° 09' 40" E a distance of 33.04 feet to a point of curvature; thence by the line dividing Parcel 420, Lot 336 through Lot 334 in said Charter Homes at Hastings Plan No. 3 in an easterly direction by a curve bearing to the left having a radius of 300.00 feet through an arc distance of 156.40 feet, also having a chord bearing of S 85° 05' 48" E and a chord distance of 154.64 feet to a point on the northerly right of way of Hastings Park Drive, 50.00 feet wide, in said Charter Homes at Hastings Plan No. 3; thence by the northerly right of way of said Hastings Park Drive the following three (3) courses and distances:

S 79° 58' 03" W a distance of 128.43 feet to a point of curvature;

In a westerly direction by a curve bearing to the left with a radius of 525.00 feet through an arc distance of 84.60 feet, also having a chord bearing of S 75° 21' 04" W and a chord distance of 84.61 feet to a point of reverse curvature;

In a northwesterly direction by a curve bearing to the right having a radius of 9.00 feet through an arc distance of 13.32 feet, also having a chord bearing of N 66° 52' 37" W and a chord distance of 12.13 feet to a point of reverse curvature on the easterly right of way of said Allan Street;

thence by the easterly right of way of said Allan Street by a curve bearing to the left with a radius of 525.02 feet through an arc distance of 149.37 feet, also having a chord bearing of N 32° 38' 20" W and a chord distance of 148.86 feet to the intersection of the easterly right of way of said Allan Street and the southerly right of way of said Tulane Way, at the point of beginning.

Containing 9,533 square feet or 0.22 acres.



Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2023-8752

BK-DE VL-19262 PG-35

Recorded On: April 11, 2023

As-Deed

Parties: CHARTER HOMES AT HASTINGS INC

To HASTINGS NEIGHBORHOOD ASN INC

# of Pages: 27

Comment:

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed 181.75  
0  
0  
Total: 181.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-Yes	Stamp Num-T7226
SOUTH FAYETTE TP	EXEMPT
Ward-99-NO WARD	
Value	0.00
Commonwealth of Pennsylvania	0.00
Munic-South Fayette Twp	0.00
School District-South Fayette	0.00
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00

Certified On/By-> 04-10-2023 / Angela Gans	
0480P00030000000	0480R00004000000
0480P00048000000	0480P00056000000
0480R00200000000	0480R00202000000
0480R00204000000	0480L00204000000
0480L00206000000	0480L00200000000
0480L00202000000	0480R00429000000
0480R00413000000	0480R00414000000
0480R00415000000	0480R00416000000
0480R00417000000	0480R00418000000
0480R00419000000	0480R00420000000
ADD	

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: 2023-8752  
Receipt Number: 4233483  
Recorded Date/Time: April 11, 2023 11:49:16A  
Book-Vol/Pg: BK-DE VL-19262 PG-35  
User / Station: L Manuel - CASH 03

RHONDA M WEAVER ESQ  
MCNEES WALLACE & NURICK LLC  
100 PINE ST PO BOX 1166  
HARRISBURG PA 17108



Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

ab  
LM

**Prepared by and after recording return to:**

Rhonda M. Weaver, Esq.  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

<u>Common Element No.</u>	<u>UPI</u>
1	0480-P-00030-0000-00
5	0480-R-00004-0000-00
6	0480-P-00048-0000-00
7	0480-P-00056-0000-00
8	0480-P-00003-0000-00 (part of)
9	0480-R-00200-0000-00
10	0480-R-00202-0000-00
11	0480-R-00204-0000-00
12	0480-R-00206-0000-00 (part of)
13	0480-R-00206-0000-00 (part of)
15	0480-L-00204-0000-00
16	0480-L-00206-0000-00
19	0480-L-00200-0000-00
20	0480-L-00202-0000-00
21	0480-R-00429-0000-00
22	0480-R-00413-0000-00
23	0480-R-00414-0000-00
24	0480-R-00415-0000-00
25	0480-R-00416-0000-00
26	0480-R-00417-0000-00
27	0480-R-00418-0000-00
28	0480-R-00419-0000-00
29	0480-R-00420-0000-00

**DEED**

MADE the 31<sup>st</sup> day of January, 2023,

**BETWEEN**

**CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation (the "**Grantor**"),

**AND**

**HASTINGS NEIGHBORHOOD ASSOCIATION, INC.**, a Pennsylvania non-profit corporation  
(the "**Grantee**")

WITNESSETH

That the Grantor, in consideration of ONE DOLLAR (\$1.00), paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, does hereby grant and convey to the Grantee:

**ALL THOSE CERTAIN** Common Elements, together with the improvements located thereon and appurtenances thereto, of Hastings, A Planned Community (the "**Community**"), located in South Fayette Township, Allegheny County, Pennsylvania, which Common Elements are described in the Declaration of Covenants and Restrictions, Easements, and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania, dated February 27, 2018 and recorded in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania (the "**Recorder's Office**") at Book DE, Volume 17148, Page 1 (as last amended, the "**Declaration**"). The Common Elements being conveyed hereby are more particularly described on **Exhibit A** attached hereto and made a part hereof and in the Declaration.

**UNDER AND SUBJECT** to the Declaration including, without limitation, all easement rights reserved or created therein in favor of Grantor; to any and all other covenants, conditions, restrictions, rights-of-way, easements and agreements of record in the aforesaid Recorder's Office; and to matters which a physical inspection and survey of the Common Elements would disclose.

**BEING** part of the same premises which Aloe Brothers, LLC, a Pennsylvania limited liability company, by deed dated June 2, 2017 and recorded in Recorder's Office at Deed Book DE, Volume 16821, Page 474, granted and conveyed unto Charter Homes at Hastings, Inc., a Pennsylvania corporation and the Grantor herein.

**THIS is a conveyance for no consideration from the declarant of the Declaration to the unit owners' association for the Community. The land and improvements hereby conveyed are "common facilities" and have no separate value because the value of each unit in a planned community includes the value of that unit's appurtenant interest in the common facilities. No separate tax shall be imposed against the common facilities pursuant to Section 5105(b)(1) of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. § 5101, et. seq., as amended).**

**FURTHER** this conveyance is exempt from the payment of realty transfer taxes pursuant to 72 P.S. §8102.C.3(21) because the Common Facilities being conveyed should have an assessed value of \$0.00 as explained in the prior paragraph and therefore the tax due would be less than \$1.00.

**AND** the Grantor shall and will **SPECIALY WARRANT** the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the day and year first written above.

ATTEST/WITNESS:

GRANTOR:  
CHARTER HOMES AT HASTINGS, INC.,  
a Pennsylvania corporation

By [Signature]  
Name:  
Title:

By [Signature]  
Name: Anthony Faranda-Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Lancaster

:  
: SS:  
:

On this, the 31<sup>st</sup> day of January, 2023, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda-Diedrich who acknowledged ~~her/himself~~ to be the Authorized Signatory of **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation (the "Corporation"), and that ~~she~~ as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by himself as such officer.

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

[Signature]  
Notary Public

(SEAL)

My Commission Expires: April 19, 2024

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

CERTIFICATION OF ADDRESS

I hereby certify that the precise business address<sup>\*</sup> of the Grantee herein is:  
*\* and tax bill mailing Address*

Hastings Neighborhood Association, Inc.

C/O RJ Community Management  
4900 Perry Highway, Bldg 2, Suite 300  
Pittsburgh, PA 15229

  
\_\_\_\_\_  
Attorney/Agent for Grantee

## EXHIBIT A<sup>1</sup>

### Common Element 1

All that certain parcel of land, being Lot 214-R and portions of Hastings Park Drive, Broad Way, and Orion Road, streets shown in the Charter Homes at Hastings Plan Revision No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 79, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the southerly right of way line of Orion Road, 50.00 feet wide, at the line dividing Lot 214-R and Lot 199-R in the Charter Homes at Hastings Plan Revision No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 79; thence from said point of beginning by the line dividing said Lot 214-R and Lot 199-R through Lot 213-E-R in said Charter Homes at Hastings Plan Revision No. 2, S 14° 00' 00" E a distance of 523.00 feet to a point on the northerly right of way line of Hastings Park Drive, 50.00 feet wide; thence by the northerly right of way line of Hastings Park Drive, N 76° 00' 00" E a distance of 72.00 feet to a point in Hastings Park Drive; thence by a line through Hastings Park Drive, S 14° 00' 00" E a distance of 4.00 feet to a point; thence continuing by same S 76° 00' 00" W a distance of 0.50 feet to a point on the generally northerly side of a curb in said Hastings Park Drive; thence by the generally northerly side of a curb in Hastings Park Drive the following three (3) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet, also having a chord bearing of S 31° 01' 28" W and a chord distance of 6.36 feet, to a point of tangency;

S 76° 00' 00" W a distance of 98.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally easterly side of a curb in Hastings Park Drive;

thence by the generally easterly side of a curb in Hastings Park Drive, the following three (3) courses and distances:

N 14° 00' 00" W a distance of 353.50 feet;

S 76° 00' 00" W a distance of 98.36 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally easterly side of a curb in Broad Way, 50.00 feet wide;

thence by the generally easterly side of a curb in Broad Way N 14° 00' 00" W a distance of 160.00 feet to a point of curvature; thence continuing by same in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally southerly side of a curb in said Orion Road; thence by the generally southerly side of a curb in said Orion Road N 76° 00' 00" E a distance of 205.86 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet to a point of tangency; thence by a line through said Orion Road N 76° 00' 00" E a distance of 0.50 feet to a point; thence continuing by same S 14° 00' 00" E a distance of 6.00 feet to a point on the southerly right of way line of said Orion Road; thence by the southerly right of way line of said Orion Road S 76° 00' 00" W a distance of 72.02 feet to a point on the line dividing Lot 214-R and Lot 199-R in said Charter Homes at Hastings Plan Revision No. 2, at the point of beginning.

Containing 42,549 square feet or 0.977 acres.

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<sup>1</sup> Common Elements 2, 3, 4, 14, 17, and 18 are intentionally omitted.

**Common Element 5**

All that certain parcel of land being a portion of Parcel C in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the southerly side of a curb in Parcel C in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, said point being the following three (3) courses and distances from the southwesterly corner of Lot 132 in said Charter Homes at Hastings Plan:

S 14° 00' 00" E a distance of 27.00 feet;

N 76° 00' 00" E a distance of 12.88 feet;

S 14° 00' 00" E a distance of 0.50 feet;

thence from said point of beginning by the southerly side of a curb in Parcel C in said Charter Homes at Hastings Plan, N 76° 00' 00" E a distance of 73.13 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 24.50 feet through an arc distance of 38.48 feet to a point of tangency on the westerly side of a curb in Parcel C in said Charter Homes at Hastings Plan; thence by the westerly side of a curb in Parcel C in said Charter Homes at Hastings Plan, S 14° 00' 00" E a distance of 16.35 feet to a point of curvature; thence continuing by same in an southerly direction by a curve bearing to the right having a radius of 14.50 feet through an arc distance of 30.40 feet to a point of reverse curvature on the northerly side of a curb in Parcel C in said Charter Homes at Hastings Plan; thence by the northerly side of a curb in Parcel C in said Charter Homes at Hastings Plan in a westerly direction by a curve bearing to the left having a radius of 395.53 feet through an arc distance of 86.35 feet to a point of reverse curvature on the easterly side of a curb in Parcel C in said Charter Homes at Hastings Plan; thence by the easterly side of a curb in Parcel C in said Charter Homes at Hastings Plan in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 26.84 feet to a point of tangency on the southerly side of a curb in Parcel C in said Charter Homes at Hastings Plan, at the point of beginning.

Containing 3812 square feet or 0.088 acres.

**Common Element 6**

All that certain parcel of land being Lot 215-R and portions of Hastings Crescent Street, Gladwell Street, and Sray Lane, streets shown in the Charter Homes at Hastings Plan Revision No. 1 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 78, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the southerly right of way line and the westerly right of way line of First Alley, private, 20.00 feet wide, as shown in the Charter Homes at Hastings Plan Revision No. 1 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 298, Page 78; thence from said point of beginning by the southerly right of way line of said First Alley N 76° 00' 00" E a distance of 26.02 feet to a point on the line dividing Lot 215-R and Lot 167 in said Charter Homes at Hastings Plan Revision No. 1; thence by the line dividing Lot 215-R and Lot 167 in said Charter Homes at Hastings Plan Revision No. 1, S 14° 00' 00" E a distance of 12.97 feet to a point; thence by the line dividing Lot 215-R from Lots 167 through 177 in said Charter Homes at Hastings Plan Revision No. 1, N 76° 00' 00" E a distance of 281.50 feet to a point on the line dividing Lot 215-R and Lot 179-R in said Charter Homes at Hastings Plan Revision No. 1; thence by the line dividing Lot 215-R and Lot 179-R in said



Charter Homes at Hastings Plan Revision No. 1, S 14° 00' 00" E a distance of 150.50 feet to a point on the northerly side of a curb in Hastings Crescent Street, variable width; thence by the northerly side of a curb in said Hastings Crescent Street the following seven (7) courses and distances:

S 76° 00' 00" W a distance of 284.05 feet to a point of curvature;  
in a westerly direction by a curve bearing to the right having a radius of 231.50 feet through an arc distance of 12.49 feet to a point of tangency;  
S 49° 03' 26" W a distance of 7.80 feet to a point of curvature;  
in a westerly direction by a curve bearing to the right having a radius of 235.50 feet through an arc distance of 192.95 feet, also having a chord bearing of N 75° 47' 43" W and a chord distance of 187.60 feet to a point of tangency;  
N 52° 19' 25" W a distance of 21.24 feet;  
Curve bearing to the left having a radius of 264.50 feet through an arc distance of 4.41 feet to a point of curvature;  
in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.09 feet to a point of tangency on the easterly side of a curb in Gladwell Street, 50.00 feet wide;

thence by the easterly side of a curb in said Gladwell Street the following three (3) courses and distances:

N 31° 41' 42" E a distance of 62.65 feet to a point of curvature;  
in a northerly direction by a curve bearing to the left having a radius of 114.50 feet through an arc distance of 73.91 feet to a point of tangency;  
N 05° 17' 15" W a distance of 99.39 feet to a point of curvature on the generally southerly side of a curb in Sray Lane, 50.00 feet wide;

thence by the generally southerly side of a curb in said Sray Lane the following six (6) courses and distances:

in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
N 84° 42' 45" E a distance of 25.31 feet to a point of curvature;  
in an easterly direction by a curve bearing to the left having a radius of 189.50 feet through an arc distance of 29.60 feet to a point of tangency;  
N 75° 45' 43" E a distance of 15.07 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 7.07 feet to a point of tangency;  
S 14° 00' 00" E a distance of 5.00 feet to a point;

thence by a line through said Sray Lane N 75° 45' 43" E a distance of 0.50 feet to a point; thence continuing by same S 14° 00' 01" E a distance of 1.01 feet to a point on the southerly right of way line of said Sray Lane; thence by the line dividing said Lot 215-R and Lot 161 in said Charter Homes at Hastings Plan Revision No. 1, S 76° 00' 00" W a distance of 72.02 feet to a point; thence by the line dividing said Lot 215-R and Lots 161 through 166 in said Charter Homes at Hastings Plan Revision No. 1, S 14° 00' 00" E a distance of 166.00 feet to a point; thence by the line dividing said Lot 215-R and Lot 166, N 76° 00' 00" E a distance of 70.00 feet to a point; thence continuing by same N 14° 00' 00" W a distance of 13.00 feet to a point at the intersection of the southerly right of way line and the westerly right of way line of said First Alley, at the point of beginning.

Containing 73,231 square feet or 1.681 acres.

### **Common Element 7**

All that certain parcel of land, being Lot 216-R in the Charter Homes at Hastings Plan Highway Right of Way Revision as recorded in Allegheny County Department of Real Estate in Plan Book Volume 302, Page 139 and portions of Gladwell Street and Hastings Crescent Street, shown in

the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot 216-R in the Charter Homes at Hastings Plan Highway Right of Way Revision as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 302, Page 139, Lot 217-R1 in the Over the Bar Café Lot Line Revision Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 304, Page 4, and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence from said point of beginning by the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and lands now or formerly of Pittsburgh and Ohio Central Railroad Company S 40° 33' 49" E a distance of 48.28 feet to a point; thence continuing by same S 89° 36' 43" E a distance of 70.62 feet to a point on the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 106 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157; thence by the line dividing said Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and said Lot 106 in said Charter Homes at Hastings Plan, S 00° 25' 12" W a distance of 122.17 feet to a point on the generally westerly side of a curb in Preserve Lane, 50.00 feet wide; thence by the generally westerly side of a curb in Preserve Lane in a southerly direction by a curve bearing to the left having a radius of 40.00 feet through an arc distance of 122.91 feet, also having a chord bearing of S 45° 17' 09" E and a chord distance of 79.95 feet to a point on the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 105 in said Charter Homes at Hastings Plan; thence by the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 105 in said Charter Homes at Hastings Plan, S 00° 24' 40" W a distance of 94.81 feet to a point; thence by the line dividing said Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision from Lots 105 through 101 in said Charter Homes at Hastings Plan S 89° 34' 48" E a distance of 375.13 feet to a point on the generally westerly side of a curb in Gladwell Street, 50.00 feet wide; thence by the generally westerly side of a curb in said Gladwell Street the following three (3) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 85.50 feet through an arc distance of 26.23 feet, also having a chord bearing of S 22° 54' 25" W and a chord distance of 26.13 feet to a point of tangency;

S 31° 41' 42" W a distance of 62.65 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.09 feet to a point of reverse curvature on the generally northerly side of a curb in Hastings Crescent Street, 40.00 feet wide;

thence by the generally northerly side of a curb in Hastings Crescent Street the following three (3) courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 264.50 feet through an arc distance of 250.45 feet to a point of tangency;

page 2

S 62° 25' 00" W a distance of 88.81 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 29.50 feet through an arc distance of 31.42 feet to a point on the line dividing Lot 216-R and Parcel D in said Charter Homes at Hastings Plan Highway Right of Way Revision as projected;

thence continuing through Hastings Crescent Street, and by the line dividing Lot 216-R and Parcel D in said Charter Homes at Hastings Plan Highway Right of Way Revision the following three (3) courses and distances:

N 28° 22' 07" W a distance of 130.91 feet to a point of curvature;

in a northerly direction by a curve bearing to the left having a radius of 565.00 feet through an arc distance of 220.89 feet to a point of tangency;  
N 50° 46' 08" W a distance of 23.55 feet to a point on the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 217-R1 in the Over the Bar Café Lot Line Revision Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 304, Page 4;  
thence by the line dividing Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision and Lot 217-R1 in said Over the Bar Café Lot Line Revision Plan N 34° 21' 31" E a distance of 165.03 feet to a point common to said Lot 216-R in said Charter Homes at Hastings Plan Highway Right of Way Revision, Lot 217-R1 in said Over the Bar Café Lot Line Revision Plan, and lands now or formerly of said Pittsburgh and Ohio Central Railroad Company, at the point of beginning.

Containing 71,920 square feet or 1.651 acres.

### **Common Element 8**

All those certain rights of way, being First Alley, Thurmont Alley, and Richard Alley, in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the easterly right of way line of Richard Alley, private, 20.00 feet wide, and the southerly right of way line of Sray Lane, 50.00 feet wide, in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 292, Page 157; thence from said point of beginning by the easterly right of way line of Richard Alley S 14° 00' 00" E a distance of 310.00 feet to a point on the northerly right of way line of Hastings Crescent Street, 50.00 feet wide; thence by the northerly right of way line of Hastings Crescent Street S 76° 00' 00" W a distance of 20.00 feet to a point at the intersection of the westerly right of way line of said Richard Alley; thence by the westerly right of way line of said Richard Alley N 14° 00' 00" W a distance of 215.00 feet to a point on the southerly right of way line of Thurmont Alley, private, 20.00 feet wide; thence by the southerly right of way line of Thurmont Alley S 76° 00' 00" W a distance of 547.00 feet to a point on the easterly right of way line of First Alley, private, 20.00 feet wide; thence by the easterly right of way line of First Alley S 14° 00' 00" E a distance of 58.01 feet to a point on the southerly right of way line of said First Alley; thence by the southerly right of way line of First Alley S 76° 00' 00" W a distance of 20.00 feet to a point on the westerly right of way line of said First Alley; thence by the westerly right of way line of First Alley N 14° 00' 00" W a distance of 153.00 feet to a point on the southerly right of way line of said Sray Lane; thence by the southerly right of way line of said Sray Lane N 76° 00' 00" E a distance of 20.00 feet to a point on the easterly right of way line of said First Alley; thence by the easterly right of way line of said First Alley S 14° 00' 00" E a distance of 75.00 feet to a point on the northerly right of way line of said Thurmont Alley; thence by the northerly right of way line of said Thurmont Alley, N 76° 00' 00" E a distance of 547.00 feet to a point on the westerly right of way line of said Richard Alley; thence by the westerly right of way line of said Richard Alley N 14° 00' 00" W a distance of 75.00 feet to a point on the southerly right of way line of said Sray Lane; thence by the southerly right of way line of said Sray Lane N 76° 00' 00" E a distance of 20.00 feet to a point on the southerly right of way line of said Sray Lane, at the point of beginning.

Containing 20,200 square feet or 0.464 acres.

## **Common Element 9**

All that certain parcel of land, being Lot 303 and portions of Longmore Lane, Hastings Crescent, and Pitcote, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally easterly right of way line of Longmore Lane, 50.00 feet wide, at the line dividing Lot 303 and Lot 253 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing said Lot 303 and Lot 253 in said Charter Homes at Hastings Plan No. 2 S 59° 15' 04" E a distance of 50.00 feet to a point on the line dividing Lot 303 and Lot 254 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 254 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 10.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 46.00 feet to a point on the line dividing Lot 303 and Lot 255 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 255 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 10.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 40.00 feet to a point on the line dividing Lot 303 and Lot 256 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 256 in said Charter Homes at Hastings Plan No. 2, the following three (3) courses and distances:

S 30° 44' 56" W a distance of 10.00 feet;

S 59° 15' 04" E a distance of 46.00 feet;

N 30° 44' 56" E a distance of 10.00 feet to a point on the line dividing Lot 303 and Lot 257 in said Charter Homes at Hastings Plan No. 2;

thence by the line dividing Lot 303 and Lot 257 in said Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 40.00 feet to a point; thence continuing by same N 30° 44' 56" E a distance of 10.00 feet to a point on the line dividing Lot 303 and Lot 258 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 303 and Lot 258 in said Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 46.00 feet to a point; thence continuing by same S 80° 42' 34" E a distance of 47.11 feet to a point in Pitcote, private, 20.00 feet wide; thence by a line through Pitcote the following three (3) courses and distances:

S 09° 18' 59" W a distance of 40.25 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 20.00 feet through an arc distance of 9.06 feet to a point of tangency;

N 79° 33' 41" W a distance of 0.55 feet to a point on the generally northerly side of a curb in Hastings Crescent, 50.00 feet wide;

thence by the generally northerly side of a curb in Hastings Crescent the following six (6) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 20.67 feet, also having a chord bearing of S 66° 19' 12" W and a chord distance of 19.71 feet, to a point of reverse curvature;

in a westerly direction by a curve bearing to the left having a radius of 274.50 feet through an arc distance of 38.50 feet to a point of tangency;

S 88° 38' 54" W a distance of 53.13 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 224.52 feet through an arc distance of 236.18 feet to a point of tangency;

N 31° 04' 48" W a distance of 13.20 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 21.28 feet to a point of tangency on the generally easterly side of a curb in Longmore Lane, 50.00 feet wide;

thence by a line on the generally easterly side of a curb in Longmore Lane the following three (3) courses and distances:

N 30° 44' 56" E a distance of 189.99 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
S 59° 15' 04" E a distance of 1.00 feet to a point on the generally easterly right of way line of Longmore Lane as projected;

thence by the generally easterly right of way line of Longmore Lane S 30° 44' 56" W a distance of 113.61 feet to a point at the line dividing Lot 303 and Lot 253 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 34,383 square feet or 0.789 acres.

### **Common Element 10**

All that certain parcel of land, being Lot 304 and portions of Hastings Crescent and Pitcote in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot 304, Lot 259, and Lot 221 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 307 and Lot 221 in said Charter Homes at Hastings Plan No. 2, S 24° 45' 04" E a distance of 46.15 feet to a point on the northerly side of a curb in Hastings Crescent, 50.00 feet wide; thence by the northerly side of a curb in said Hasting Crescent the following four (4) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 85.50 feet through an arc distance of 60.63 feet, also having a chord bearing of N 86° 33' 55" W and a chord distance of 59.37 feet to a point of tangency;

N 66° 15' 04" W a distance of 19.64 feet to a point of curvature;

in a westerly direction by a curve bearing to the left having a radius of 274.50 feet through an arc distance of 29.33 feet to a point of reverse curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 27.80 feet to a point in Pitcote, private, 20.00 feet wide;

thence by a line through Pitcote N 80° 41' 01" W a distance of 0.50 feet to a point; thence continuing by same N 09° 18' 59" E a distance of 14.32 feet to a point on the line dividing said Lot 304 and Lot 259, as projected, in said Charter Homes at Charter Homes at Hastings Plan No. 2; thence by the line dividing said Lot 304 and Lot 259 in said Charter Homes at Hastings Plan No. 2, S 80° 41' 49" E a distance of 98.14 feet to a point common to Lot 304, Lot 259, and Lot 221 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 4,482 square feet or 0.103 acres.

### **Common Element 11**

All that certain parcel of land, being a portion of Lot 305 and portions of Longmore Lane and Chartiers Run, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the generally easterly right of way line of Longmore Lane, 59.00 feet wide at said point, and the generally southerly right of way line of Bow Street, private, 20.00 feet wide in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the generally easterly right of way line of Longmore Lane S 30° 44' 56" W a distance of 81.49 feet to a point at the southwesterly corner of Lot 272 in said Charter

Homes at Hastings Plan No. 2; thence by the line dividing Lot 305 from Lots 272 through 271 in said Charter Homes at Hastings Plan No. 2, S 59° 14' 33" E a distance of 72.00 feet to the southeasterly corner of Lot 271 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 305 and Lot 272 in said Charter Homes at Hastings Plan No. 2, N 30° 44' 56" E a distance of 81.50 feet to a point of curvature; thence by a line through Lot 305 in said Charter Homes at Hastings Plan No. 2 the following five (5) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.87 feet, also having a chord bearing of S 06° 02' 21" E and a chord distance of 7.08 feet to a point of tangency;

S 39° 03' 39" W a distance of 13.00 feet;

S 50° 56' 21" E a distance of 18.00 feet;

N 39° 03' 39" E a distance of 13.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.12 feet to a point of tangency on the line dividing Lot 305 and Lot 270 in said Charter Homes at Hastings Plan No. 2;

thence by the line dividing Lot 305 and Lot 270 in said Charter Homes at Hastings Plan No. 2, S 39° 03' 39" W a distance of 80.92 feet to a point at the southwesterly corner of Lot 270 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 305 from Lots 270 through 266 in said Charter Homes at Hastings Plan No. 2 the following three (3) courses and distances:

S 50° 56' 21" E a distance of 167.92 feet;

S 71° 10' 52" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the left having a radius of 5.00 feet through an arc distance of 2.54 feet to a point of reverse curvature on the generally northerly right of way line of Chartiers Run, private, 20.00 feet wide;

thence by a line through Chartiers Run the following three (3) courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 10.00 through an arc distance of 7.42 feet, also having a chord bearing of S 87° 33' 25" W and a chord distance of 7.25 feet to a point of tangency;

N 71° 10' 52" W a distance of 53.12 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 9.62 feet to a point in Lot 305 in said Charter Homes at Hastings Plan No. 2;

thence by a line through Lot 305 in said Charter Homes at Hastings Plan No. 2, the following ten (10) courses and distances:

N 39° 03' 39" E a distance of 11.72 feet;

N 50° 56' 21" W a distance of 54.00 feet;

S 39° 03' 39" W a distance of 13.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency;

N 50° 56' 21" W a distance of 1.00 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency;

N 39° 03' 39" E a distance of 13.00 feet;

N 50° 56' 21" W a distance of 45.00 feet;

S 39° 03' 39" W a distance of 13.00 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency in Chartiers Run;

thence by a line through said Chartiers Run the following three (3) courses and distances:

N 50° 56' 21" W a distance of 10.48 feet;

N 59° 15' 04" W a distance of 76.56 feet;

N 30° 44' 56" E a distance of 0.50 feet to a point on the generally eastern side of a curb in Longmore Lane;

thence by the generally eastern side of a curb in Longmore Lane the following six (6) courses and distances:

N 59° 15' 04" W a distance of 1.00 feet to a point of curvature;  
in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
N 30° 44' 56" E a distance of 84.52 feet to a point of curvature;  
in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
S 59° 15' 04" E a distance of 3.53 feet;  
N 30° 44' 56" E a distance of 0.50 feet to a point on the generally southerly right of way line of said Bow Street;

thence by the generally southerly right of way line of said Bow Street S 59° 15' 04" E a distance of 6.48 feet to the intersection of the generally easterly right of way line of said Longmore Lane and the generally southerly right of way line of said Bow Street, at the point of beginning.

Containing 6,820 square feet or 0.157 acres.

### **Common Element 12**

All that certain parcel of land, being a portion of Lot 306 and a portion of Garden Landing in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the northeasterly corner of Lot 273 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 306 from Lots 273 and 274 in said Charter Homes at Hastings Plan No. 2, N 50° 56' 21" W a distance of 66.22 feet to a point; thence by a line through Lot 306 in said Charter Homes at Hastings Plan No. 2 the following three (3) courses and distances:

S 59° 15' 04" E a distance of 36.00 feet;  
N 30° 44' 56" E a distance of 13.00 feet to a point of curvature;  
in a northerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency in Garden Landing, private, 20.00 feet wide;

thence by a line through Garden Landing S 59° 15' 04" E a distance of 8.00 feet to a point of curvature; thence continuing by same in a southerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 8.81 feet to a point of tangency on the generally westerly right of way line of Pitcote, private, 20.00 feet wide; thence by the generally westerly right of way line of Pitcote the following three (3) courses and distances:

S 08° 47' 29" E a distance of 32.47 feet;  
S 35° 12' 54" W a distance of 71.97 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 16.38 feet to a point of tangency on the generally northerly right of way line of Bow Street, private, 20.00 feet wide;

thence by the generally northerly right of way line of Bow Street N 50° 56' 21" W a distance of 9.11 feet to a point at the line dividing said Lot 306 and Lot 273 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing said Lot 306 and Lot 273 in said Charter Homes at Hastings Plan No. 2 N 39° 03' 39" E a distance of 81.50 feet to a point at the northeasterly corner of Lot 273 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 2,271 square feet or 0.052 acres.

**Common Element 13**

All that certain parcel of land, being a portion of Lot 306 and a portion of Garden Landing, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot 306, Lot 276, and Lot 277 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing said Lot 306 and Lot 277, N 35° 03' 39" E a distance of 6.71 feet to a point in Garden Landing, private, 20.00 feet wide; thence by a line through Garden Landing S 59° 15' 04" E a distance of 71.93 feet to a point of curvature; thence continuing through same in a southerly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 7.85 feet to a point of tangency in Lot 306 in said Charter Homes at Hastings Plan No. 2; thence by a line through Lot 306 in said Charter Homes at Hastings Plan No. 2, S 30° 44'56" W a distance of 13.00 feet to a point on the line dividing said Lot 306 and Lot 274 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 306 from Lot 274 through Lot 276 in said Charter Homes at Hastings Plan No. 2 N 50° 56' 21" W a distance of 78.26 feet to a point common to Lot 306, Lot 276, and Lot 277 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 949 square feet or 0.022 acres.

**Common Element 15**

All that certain parcel of land, being a portion of Lot 307 in the Charter Homes at Hastings Plan No.2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point being the southeasterly corner of the parcel herein after described, said point being the following two (2) courses and distances from a point on the generally northerly right of way line of Garden Landing, private, 20.00 feet wide, at the line dividing Lot 307 and Lot 280, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98:

N 30° 44' 56" E a distance of 16.00 feet;

N 59° 15' 04" W a distance of 6.00 feet;

thence from said point of beginning by a line through Lot 307 in said Charter Homes at Hastings Plan No. 2 the following four (4) courses and distances:

N 59° 15' 04" W a distance of 18.00 feet;

N 30° 44' 56" E a distance of 38.00 feet;

S 59° 15' 04" E a distance of 18.00 feet;

S 30° 44' 56" W a distance of 38.00 feet to a point, at the point of beginning.

Containing 684 square feet or 0.016 acres.

**Common Element 16**

All that certain parcel of land, being Lot 308 and portions of Cranford Lane and Westcott Lane in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:



Beginning at the northeasterly corner of Lot 282 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 308 from Lots 282 through 285 in said Charter Homes at Hastings Plan No. 2, N 59° 15' 04" W a distance of 98.00 feet to a point at the northwesterly corner of Lot 285 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 308 and Lot 285 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 62.00 feet to a point in Westcott Lane, private, 20.00 feet wide; thence by a line through Westcott Lane N 59° 15' 04" W a distance of 12.00 feet to a point on the line dividing Lot 308 and Lot 286 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 308 and Lot 286 in said Charter Homes at Hastings Plan No. 2, N 30° 44' 56" E a distance of 62.00 feet to a point at the northeasterly corner of Lot 286 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 308 from Lots 286 through 290 in said Charter Homes at Hastings Plan No. 2, N 59° 15' 04" W a distance of 120.00 feet to a point on the generally easterly right of way line of Cranford Lane, 50.00 feet wide, at the northwesterly corner of Lot 290 in said Charter Homes at Hastings Plan No. 2; thence by the generally easterly right of way line of Cranford Lane S 30° 44' 56" W a distance of 61.50 feet to a point on the generally easterly side of a curb in Cranford Lane; thence by the generally easterly side of a curb in Cranford Lane the following four (4) courses and distances:

N 59° 15' 04" W a distance of 1.00 feet to a point of curvature;  
in a northerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
N 30° 44' 56" E a distance of 77.00 feet to a point of curvature;  
in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally southerly side of a curb in Cranford Lane;

thence by the generally southerly side of a curb in Cranford Lane S 59° 15' 04" E a distance of 232.00 feet to a point of curvature; thence continuing by same in a southerly direction by a curve to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally westerly side of a curb in Cranford Lane; thence by the generally westerly side of a curb in Cranford Lane the following three (3) courses and distances:

S 30° 44' 56" W a distance of 77.00 feet to a point of curvature;  
in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;  
N 59° 15' 04" W a distance of 1.00 feet to a point on the generally western right of way line of Cranford Lane as projected;

thence by the generally western right of way line of Cranford Lane N 30° 44' 56" E a distance of 61.50 feet to the northeasterly corner of said Lot 282 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 10,618 square feet or 0.244 acres.

### **Common Element 19**

All that certain parcel of land being Lot 301 and portions of Longmore Lane, Cranford Lane, and Ashton Row in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally southerly right of way line of Cranford Lane, 50.00 feet wide, at the line dividing Lot 301 and Lot 300, in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the generally southerly right of way line of Cranford

Lane N 59° 15' 04" W a distance of 67.00 feet to a point; thence by a line through said Cranford Lane N 30° 44' 56" E a distance of 1.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 0.50 feet to a point of curvature on the generally southerly side of a curb in Cranford Lane; thence by the generally southerly side of a curb in Cranford Lane the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet, also having a chord bearing of N 75° 44' 56" E and a chord distance of 13.44 feet, to a point of tangency;

S 59° 15' 04" E a distance of 82.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency on the generally westerly side of a curb in Longmore Lane, variable width;

thence by the generally westerly side of a curb in said Longmore Lane the following three (3) courses and distances:

S 30° 44' 56" W a distance of 264.84 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;

N 59° 15' 04" W a distance of 1.00 feet to a point on the generally northerly side of a curb in Ashton Row, private, 20.00 feet wide;

thence by a line through Ashton Row S 30° 44' 56" W a distance of 0.50 feet to a point; thence continuing by same N 59° 15' 04" W a distance of 24.00 feet to a point at the line dividing Lot 301 and Lot 291 as projected; thence by the line dividing Lot 301 from Lots 291 through 300 in said Charter Homes at Hastings Plan No. 2, N 30° 44' 56" E a distance of 273.84 feet to a point on the generally southerly right of way line of Cranford Lane common to Lot 301 and Lot 300 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 10,445 square feet or 0.240 acres.

### **Common Element 20**

All that certain parcel of land, being portions of Longmore Lane, Cranford Lane, Hastings Crescent, Ashton Row, and Sycamore Lane, and Lot 302 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally southerly right of way line of Cranford Lane, 50.00 feet wide, at the line dividing Lot 302 and Lot 243 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence from said point of beginning by the line dividing Lot 302 and Lot 243 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 54.00 feet to a point on the line dividing Lot 302 and Lot 244 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 244 in said Charter Homes at Hastings Plan No. 2, N 59° 15' 04" W a distance of 10.00 feet to a point; thence continuing by same S 30° 44' 56" W a distance of 46.00 feet to a point on the line dividing Lot 302 and Lot 245 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 245 in said Charter Homes at Hastings Plan No. 2, the following three (3) courses and distances:

N 59° 15' 04" W a distance of 10.00 feet;

S 30° 44' 56" W a distance of 46.00 feet;

S 59° 15' 04" E a distance of 15.00 feet to a point on the line dividing Lot 302 and Lot 246 in said Charter Homes at Hastings Plan No. 2;

thence by the line dividing Lot 302 and Lot 246 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 40.00 feet to a point; thence continuing by same S 59° 15' 04" E a

distance of 5.00 feet to a point on the line dividing Lot 302 and Lot 247 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 247 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 40.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 5.00 feet to a point on the line dividing Lot 302 from Lot 248 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 from Lots 248 through 250 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 119.12 feet to a point on the line dividing Lot 302 and Lot 250 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 250 in said Charter Homes at Hastings Plan No. 2, S 14° 15' 04" E a distance of 74.56 feet to a point on the line dividing Lot 302 and Lot 250 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 from Lots 250 through 251 in said Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 112.28 feet to a point on the line dividing Lot 302 and Lot 252 in said Charter Homes at Hastings Plan No. 2; thence by the line dividing Lot 302 and Lot 252 in said Charter Homes at Hastings Plan No. 2, S 30° 44' 56" W a distance of 10.00 feet to a point; thence continuing by same S 59° 15' 04" E a distance of 50.00 feet to a point on the generally westerly right of way line of Longmore Lane, 50.00 feet wide; thence by the generally westerly right of way line of Longmore Lane N 30° 44' 56" E a distance of 117.50 feet to a point on the generally westerly side of a curb in Longmore Lane; thence by the generally westerly side of a curb in Longmore Lane the following four (4) courses and distances:

- S 59° 15' 04" E a distance of 1.00 feet to a point of curvature;
- in a southerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency;
- S 30° 44' 56" W a distance of 198.37 feet to a point of curvature;
- in a westerly direction by a curve bearing to the right having a radius of 19.50 feet through an arc distance of 38.84 feet to a point of reverse curvature on the generally northerly side of a curb in Hastings Crescent, variable width;

thence by the generally northerly side of a curb in Hastings Crescent the following five (5) courses and distances:

- in a westerly direction by a curve bearing to the left having a radius of 377.50 feet through an arc distance of 184.10 feet to a point of reverse curvature;
- in a northerly direction by a curve bearing to the right having a radius of 74.50 feet through an arc distance of 63.72 feet to a point of tangency;
- N 14° 00' 00" W a distance of 33.74 feet to a point of curvature;
- in a northerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 6.95 feet to a point of reverse curvature;
- in an easterly direction by a curve bearing to the left having a radius of 117.50 feet through an arc distance of 6.13 feet to a point on the generally westerly side of a curb in Sycamore Lane, 20.00 feet wide;

thence by the generally westerly side of a curb in Sycamore Lane, the following nine (9) courses and distances:

- in an easterly direction by a curve bearing to the left having a radius of 117.50 feet through an arc distance of 134.91 feet to a point of tangency;
- N 04° 31' 55" E a distance of 5.11 feet to a point of curvature;
- in a northerly direction by a curve bearing to the right having a radius of 333.50 feet through an arc distance of 71.80 feet to a point of tangency;
- N 16° 28' 11" E a distance of 5.02 feet to a point of curvature;
- in a northerly direction by a curve bearing to the right having a radius of 333.72 feet through an arc distance of 108.76 feet to a point of tangency;
- N 36° 05' 05" E a distance of 5.00 feet to a point of curvature;
- in an easterly direction by a curve bearing to the right having a radius of 333.50 feet through an arc distance of 96.41 feet to a point of tangency;
- N 53° 00' 30" E a distance of 9.64 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 41.50 feet through an arc distance of 50.49 feet to a point of compound curvature on the generally southerly side of a curb in Cranford Lane, 50.00 feet wide;  
thence by the generally southerly side of a curb in Cranford Lane the following four (4) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 4.50 feet through an arc distance of 6.91 feet to a point of tangency;

S 30° 44' 56" W a distance of 1.48 feet;

S 59° 15' 04" E a distance of 105.50 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 9.50 feet through an arc distance of 14.92 feet to a point of tangency in Ashton Row, private, 20.00 feet wide;

thence by a line through Ashton Row S 59° 15' 04" E a distance of 0.50 feet to a point; thence continuing by same S 30° 44' 56" W a distance of 1.00 feet to a point on the generally southerly right of way line of Cranford Lane; thence by the generally southerly right of way line of Cranford Lane N 59° 15' 04" W a distance of 113.00 feet to a point on the generally southerly right of way line of Cranford Lane at the line dividing Lot 302 and Lot 243 in said Charter Homes at Hastings Plan No. 2, at the point of beginning.

Containing 50,415 square feet or 1.157 acres.

### **Common Element 21**

All that certain parcel of land, being Parcel A-R Revised in the Charter Homes at Hastings Plan No.3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally southerly right of way line of Hasting Crescent, 50.00 feet wide at the line dividing Parcel A-R Revised and Lot 390, in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the generally southerly right of way line of said Hastings Crescent in an easterly direction by a curve bearing to the left having a radius of 125.00 feet through an arc distance of 95.71 feet, also having a chord bearing of N 66° 50' 08 " E and a chord distance of 93.39 feet to a point of tangency; thence continuing by same N 44° 54' 01" E a distance of 42.99 feet to a point at the line dividing Parcel A-R Revised and Lot 214 in the Charter Homes at Hastings Plan No. 2 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 303, Page 98; thence by the line dividing Parcel A-R Revised and Lot 214 in said Charter Homes at Hastings Plan No. 2, S 59° 15' 04" E a distance of 227.26 feet to a point on the line dividing Parcel A-R Revised and lands of now or formerly Pittsburgh and Ohio Central Railroad Company; thence by the line dividing Parcel A-R Revised and lands of now or formerly Pittsburgh and Ohio Central Railroad Company in a southwesterly direction by a curve bearing to the right having a radius of 634.14 through an arc distance of 217.24 feet, also having a chord bearing of S 40° 31' 59" W and a chord distance of 216.18 feet to a point at the line dividing Parcel A-R Revised and Lot 393 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel A-R Revised and Lot 393 in said Charter Homes at Hastings Plan No. 3, N 73° 26' 13" W a distance of 72.22 feet to a point at the line dividing Parcel A-R Revised and Lot 392 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel A-R Revised from Lots 392 through 390 in said Charter Homes at Hastings Plan No. 3, N 01° 17' 23" E a distance of 161.40 feet to a point at the line dividing Parcel A-R Revised and Lot 390 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel A-R Revised and said Lot 390 in said Charter Homes at Hastings Plan No. 3, N 73° 26' 13" W a distance of 110.00 feet to a point on the generally southerly right of way line of Hasting

Crescent at the line dividing Parcel A-R Revised and Lot 390 in said Charter Homes at Hastings Plan No. 3, at the point of beginning.

Containing 39,428 square feet or 0.905 acres.

**Common Element 22**

All that certain parcel of land, being Parcel 413, in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the easterly right of way line of Allan Street, 50.00 feet wide, and the southerly right of way line of Hastings Crescent Street, variable width, in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the southerly right of way of Hastings Crescent Street in a northeasterly direction by a curve bearing to the right having a radius of 375.02 feet through an arc distance of 134.94 feet, also having a chord bearing of S 82° 48' 08" E and a chord distance of 134.22 feet to a point at the line dividing Parcel 413 and Lot 313, in the Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 413 and Lot 313, S 04° 09' 29" W a distance of 26.05' to a point common to Parcel 413, Lot 313 and Lot 312 in the Charter Homes at Hastings Plan No. 3; thence by the line dividing Lot 309 through Lot 312 from Parcel 413 in the Charter Homes at Hastings Plan No. 3, N 85° 50' 31" W a distance of 98.00 feet to a point; thence by the line dividing Parcel 413 and Lot 309 S 04° 09' 29" W a distance of 76.68 feet to a point on the easterly right of way of said Allan Street; thence along the easterly right of way of said Allan Street, N 14° 00' 00" W a distance of 115.60 feet to the intersection of the easterly right of way of Allan Street and the southerly right of way of Hastings Crescent Street, at the point of beginning.

Containing 5,295 square feet or 0.122 acres.

**Common Element 23**

All that certain parcel of land, being Parcel 414, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way Allan Street, 50.00 feet wide and the southerly right of way of Preston Way, private, 20 feet wide, in the Charter Homes at Hastings Plan No. 3, recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point by the southerly right of way of Preston Way in an easterly direction by a curve bearing to the right having a radius of 165.00 feet through an arc distance of 61.13 feet, also having a chord bearing of S 89° 30' 52" E and a chord distance of 60.78 feet, to a point of curvature at the intersection of the southerly right of way of said Preston Way and the westerly right of way of Lynk Way, private, 20 feet wide in the Charter Homes at Hastings Plan No. 3; thence from said point by the westerly right of way of Lynk Alley in a southerly direction by a curve bearing to the right having a radius of 2.03 feet through a chord distance of 2.47 feet, also having a chord bearing of S 43° 48' 54" E and a chord distance of 2.32 feet to a point on the line dividing Parcel 414 and Lot 350 in the Charter Homes at Hastings Plan No. 3; thence from said point by the line dividing Lot 350 and Parcel 414, S 76° 00' 00" W a distance of 60.00 feet to a point on the easterly right of way of Allan Street; thence by the easterly right of way of said Allan Street, N 14° 00' 00" W a distance of 17.21 feet to the

intersection of the easterly right of way Allan Street and the southerly right of way of Preston Way, the point of beginning.

Containing 682 square feet or 0.016 acres.

**Common Element 24**

All that certain parcel of land, being Parcel 415, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the southwestern corner of Lot 353, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; N 15° 30' 58" E a distance of 40.60 feet to a point on the easterly right of way of Lynk Alley, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 3; the true point of beginning, thence from said true point of beginning by the easterly right of way of Lynk Alley in a northeasterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 18.03 feet, also having a chord bearing of N 50° 34' 47" E and a chord distance of 14.45 feet to a point on the westerly right of way of Preston Way, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of said Preston Way in a southeasterly direction by a curve bearing to the right having a radius of 165.00 feet through an arc distance of 32.00 feet, also having a chord bearing of S 59° 17' 03" E and a chord distance of 31.95 feet to a point of compound curvature; thence continuing by same in a southeasterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 12.22 feet, also having a chord bearing of S 09° 58' 31" E and a chord distance of 11.06 feet to a point on the northerly right of way of Goodwin Alley, 20.00 feet wide, recorded in said Charter Homes at Hastings Plan No. 3; thence by the northerly right of way of said Goodwin Alley, S 33° 46' 36" W a distance of 29.18 feet to a point of curvature; thence continuing by same in a northwesterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 18.46', also having a chord bearing of N 80° 06' 42" W and a chord distance of 14.63 feet to a point on the easterly right of way of said Lynk Alley; thence by the easterly right of way of said Lynk Alley, N 14° 00' 00" W a distance of 41.00 feet to a point of curvature, at the true point of beginning.

Containing 1464 square feet or 0.03 acres.

**Common Element 25**

All that certain parcel of land, being Parcel 416, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the northerly right of way of Weavers Alley, 20.00 feet wide at the line dividing Parcel 416 and Lot 349 in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the line dividing Parcel 416 and Lot 349, N 56° 13' 24" W a distance of 70.00 feet to on the southerly right of way of Goodwin Alley, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the southerly right of way of said Goodwin Alley N 33° 46' 36" E a distance of 10.17 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 8.00 feet through an arc distance of 14.54 feet, also having a chord bearing of N 85° 50' 39" E and a chord distance

of 12.62 feet to a point of tangency on the westerly right of way of Preston Way, 20 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of said Preston Way S 42° 05' 18" E a distance of 59.58 feet to a point of curvature; thence in a southerly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.69 feet, also having a chord bearing of S 04° 09' 21" E and a chord distance of 3.69 feet to a point of tangency on the northerly right of way of said Weavers Alley; thence by the northerly right of way of said Weavers Alley S 33° 46' 36" W a distance of 0.47 feet to a point on the line dividing Parcel 416 and Lot 349, at the point of beginning.

Containing 788 square feet or 0.02 acres.

**Common Element 26**

All that certain parcel of land, being Parcel 417, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way of Allan Street, 50.00 feet wide, and the northerly right of way of Weavers Alley, private, 20.00 feet wide in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the southerly right of way of said Allan Street in a northwesterly direction by a curve bearing to the right having a radius of 325.00 feet through an arc distance of 148.42 feet, also having a chord bearing of N 29° 00' 56" W and a chord distance of 147.13 feet to a point on the line dividing Parcel 417 and Lot 353 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 417 and Lot 353 N 76° 00' 00" E a distance of 59.82 feet to a point at the intersection of the westerly right of way of Lynk Alley, 20.00 feet wide, and the generally westerly right of way of Goodwin Alley, private, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the generally westerly right of way of Goodwin Alley following four (4) courses and distances:

S 68° 46' 36" W a distance of 55.01 feet;

S 41° 54' 18" W a distance of 2.25 feet to a point of curvature;

in a southerly direction by a curve bearing to the left having a radius of 322.00 feet through an arc distance of 41.54 feet, also having a chord bearing of S 21° 06' 16" E and a chord distance of 41.51 feet to a point;

S 56° 13' 24" E a distance of 18.56' to a point at the western terminus of the southerly right of way of said Goodwin Alley;

thence by the line dividing Parcel 417 and Lot 349 in said Charter Homes at Hastings Plan No. 3, S 33° 46' 36" W a distance of 2.59 feet to a point, thence continuing by same S 56° 13' 24" E a distance of 70.00 feet to a point on the northerly right of way of said Weavers Alley, thence by the northerly right of way of Weavers Alley S 33° 46' 36" W a distance of 37.81 feet to the intersection of the easterly right of way of Allan Street and the northerly right of way of Weavers Alley, at the point of beginning.

Containing 2,348 square feet or 0.05 acres.

**Common Element 27**

All that certain parcel of land, being Parcel 418, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way of Allan Street, 50.00 feet wide and the southerly right of way of Weavers Alley, 20.00 feet wide in the Charter Homes at Hastings Plan No. 3 as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the southerly right of way of said Weavers Alley N 33° 46' 36" E a distance of 28.61 feet to a point on the line dividing Parcel 418 and Lot 348 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 and Lot 348 S 56° 13' 24" E a distance of 64.00' to a point at the southwesterly corner of said Lot 348; thence by the line dividing Parcel 418 from Lot 348 through Lot 344 in said Charter Homes at Hastings Plan No. 3, N 33° 46' 36" E a distance of 124.33 feet to a point at the southeasterly corner of Lot 344; thence by the line dividing Parcel 418 and Lot 344 N 56° 13' 24" W a distance of 64.00 feet to a point on the southerly right of way of said Weavers Alley; thence by the southerly right of way of said Weavers Alley N 33° 46' 36" E a distance of 8.24 feet to a point of curvature; thence continuing by same in a easterly direction by a curve bearing to the right with a radius of 8.00 feet through an arc distance of 14.54 feet, also having a chord bearing of N 85° 50' 36" E and a chord distance of 12.62', to a point on the westerly right of way of Preston Way, 20.00 feet wide in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of said Preston Way S 42° 05' 18" E a distance of 41.36 feet to a point at the southern terminus of said Preston Way; thence by the southern terminus of Preston Way N 49° 21' 15" E a distance of 20.01 feet to a point on the easterly right of way of said Preston Way; thence by the easterly right of way of Preston Way N 42° 05' 18" W a distance of 4.80 feet to a point on the line dividing Parcel 418 and Lot 319 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 and Lot 319 N 56° 52' 29" E a distance of 67.52 feet to a point at the southwesterly corner of Lot 319; thence by the line dividing Parcel 418 from Lot 319 through Lot 316 in said Charter Homes at Hastings Plan No. 3, N 33° 07' 31" W a distance of 102.33 feet to a point common to Parcel 418, Lot 316 and Lot 315 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 and Lot 315 N 56° 52' 29" E a distance of 25.18 feet to a point on the westerly right of way of Hastings Crescent Street, 50.00 feet wide, in said Charter Homes at Hastings Plan No. 3; thence by the westerly right of way of Hastings Crescent Street the following three (3) courses and distances:

in a southerly direction by a curve bearing to the right with a radius of 375.03 feet through an arc distance of 50.82 feet, also having a chord bearing of S 34° 57' 44" E and a chord distance of 50.78 feet to a point of tangency;

S 31° 04' 48" E a distance of 50.31 feet to a point of curvature;

in a southeasterly direction by a curve bearing to the left having a radius of 264.02 feet through an arc distance of 125.93 feet, also having a chord bearing of S 44° 44' 38" E and a chord distance of 124.74 feet to a point on the line dividing Parcel 418 and Lot 326 in said Charter Homes at Hastings Plan No. 3;

thence by the line dividing Parcel 418 and Lot 326, S 27° 58' 14" W a distance of 28.52 feet to a point common to Parcel 418, Lot 326, Lot 323 and Parcel 419 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418, from Lot 323 through Lot 320 in said Charter Homes at Hastings Plan No. 3, N 50° 05' 37" W a distance of 102.66 feet to a point at the northeasterly corner of Lot 320; thence by the line dividing Parcel 418 and Lot 320 S 39° 54' 23" W a distance of 73.00 feet to a point at the northwesterly corner of Lot 320; thence by the line dividing Parcel 418 and Lot 320 S 50° 05' 37" E a distance of 0.66 feet to a point at the northern terminus of Westover Way, private, 20.00 feet wide, in said Charter Homes at Hastings Plan No. 3; thence by the northern terminus of Westover Way S 39° 54' 23" W a distance of 20.00 feet to a point on the westerly right of way of Westover Way; thence by the westerly right of way of Westover Way S 50° 05' 37" E a distance of 7.39 feet to a point at the northeasterly corner of Lot 339 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 418 from Lot 339 through Lot 343 in said Charter Homes at Hastings Plan No. 3 S 33° 46' 36" W a distance of 139.59 feet to a point on the easterly right of way of Allan Street; thence by the easterly right of way of Allan street the following three (3) courses and distances:



in a northwesterly direction by a curve bearing to the left having a radius of 525.00 feet through an arc distance of 23.41 feet, also having a chord bearing of N 50° 50' 38" W and a chord distance of 23.41 feet, to a point of tangency;  
N 52° 07' 16" W a distance of 47.76 feet to a point of curvature;  
in a northwesterly direction by a curve bearing to the right having a radius of 325.00 feet through an arc distance of 36.38 feet, also having a chord bearing of N 48° 54' 52" W and a chord distance of 36.36 feet to a point at the intersection of the easterly right of way of Allan Street and the southerly right of way of Weavers Alley, at the point of beginning.

Containing 19,414 square feet or 0.45 acres.

**Common Element 28**

All that certain parcel of land, being Parcel 419, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way of Westover Way, private, 20.00 feet wide, at the line dividing Parcel 419 and Lot 326 in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence from said point of beginning by the easterly right of way of said Westover Way N 56° 13' 24" W a distance of 13.18 feet to a point of curvature; thence continuing by same in a northwesterly direction by a curve bearing to the right having a radius of 190.00 feet through an arc distance of 1.81 feet, also having a chord bearing of N 55° 56' 43" W a distance of 1.77 feet to a point on the line dividing Parcel 419 and Lot 323 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 419 and Lot 323 N 39° 54' 23" E a distance of 72.11 feet to a point common to Parcel 419, Lot 323, Parcel 418 and Lot 326 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 419 and Lot 326 S 27° 58' 14" W a distance of 72.06 feet to a point on the easterly right of way of Westover Way, at the point of beginning.

Containing 538 square feet or 0.01 acres.

**Common Element 29**

All that certain parcel of land, being Parcel 420, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at the intersection of the easterly right of way of Allan Street, 50.00 feet wide, and the southerly right of way of Tulane Way, private, 20.00 feet wide, in the Charter Homes at Hastings Plan No. 3, as recorded in the Allegheny County Department of Real Estate, in Plan Book Volume 309, Page 178; thence by the southerly right of way of said Tulane Way N 48° 00' 35" E a distance of 0.95 feet to a point; thence continuing by same N 47° 30' 20" E a distance of 2.82 feet to a point at the line dividing Parcel 420 and Lot 388, in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 420 from said Lot 388 and the western terminus of Archers Way, private, 18.00 feet wide, in said Charter Homes at Hastings Plan No. 3, S 56° 13' 24" E a distance of 94.37 feet; thence by the western terminus of Archer Way S 70° 09' 40" E a distance of 16.35 feet to a point on the southern right of way of Archer Way; thence by the southerly right of way of said Archers way N 33° 46' 36" E a distance of 79.09 feet to a point on

the line dividing Parcel 420 and Lot 336 in said Charter Homes at Hastings Plan No. 3; thence by the line dividing Parcel 420 and Lot 336 S 19° 50' 20" W a distance of 76.76 feet to a point; thence continuing by same S 70° 09' 40" E a distance of 33.04 feet to a point of curvature; thence by the line dividing Parcel 420, Lot 336 through Lot 334 in said Charter Homes at Hastings Plan No. 3 in an easterly direction by a curve bearing to the left having a radius of 300.00 feet through an arc distance of 156.40 feet, also having a chord bearing of S 85° 05' 48" E and a chord distance of 154.64 feet to a point on the northerly right of way of Hastings Park Drive, 50.00 feet wide, in said Charter Homes at Hastings Plan No. 3; thence by the northerly right of way of said Hastings Park Drive the following three (3) courses and distances:

S 79° 58' 03" W a distance of 128.43 feet to a point of curvature;

In a westerly direction by a curve bearing to the left with a radius of 525.00 feet through an arc distance of 84.60 feet, also having a chord bearing of S 75° 21' 04" W and a chord distance of 84.61 feet to a point of reverse curvature;

In a northwesterly direction by a curve bearing to the right having a radius of 9.00 feet through an arc distance of 13.32 feet, also having a chord bearing of N 66° 52' 37" W and a chord distance of 12.13 feet to a point of reverse curvature on the easterly right of way of said Allan Street;

thence by the easterly right of way of said Allan Street by a curve bearing to the left with a radius of 525.02 feet through an arc distance of 149.37 feet, also having a chord bearing of N 32° 38' 20" W and a chord distance of 148.86 feet to the intersection of the easterly right of way of said Allan Street and the southerly right of way of said Tulane Way, at the point of beginning.

Containing 9,533 square feet or 0.22 acres.

**REV-183**  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION

State Tax Paid: \_\_\_\_\_  
Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document 1/31/2023			
Grantor(s)/Lessor(s) Charter Homes at Hastings, Inc.		Telephone Number	
Grantee(s)/Lessee(s) Hastings Neighborhood Association, Inc.		Telephone Number	
Mailing Address 322 North Arch Street		Mailing Address RJ Community Mgt. - 4900 Perry Hwy- Bld. 1- Suite 1	
City Lancaster	State PA	ZIP Code 17603	City Pittsburgh
			State PA
			ZIP Code 15229

**SECTION II REAL ESTATE LOCATION**

Street Address See Schedule A		City, Township, Borough South Fayette Township	
County Allegheny County	School District South Fayette Township	Tax Parcel Number See Schedule A	

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration \$1.00	2. Other Consideration N/A	3. Total Consideration \$1.00
4. County Assessed Value See Schedule A	5. Common Level Ratio Factor 1.57	6. Computed Value See Schedule A

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed See Schedule A
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2. Check Appropriate Box Below for Exemption Claimed.
- Will or Intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)  
See Schedule A

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name Kaitlan M. Kerwin, Esq. McNeese Wallace & Nurick LLC		Telephone Number 717-232-8000	
Mailing Address 100 Pine Street, P.O. Box 1166		City Harrisburg	State PA
		ZIP Code 17108	
Signature of Correspondent or Responsible Party <i>Kaitlan Kerwin</i>			Date 4/3/2023

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.  
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



SCHEDULE A TO  
PENNSYLVANIA REALTY TRANSFER TAX  
STATEMENT OF VALUE

Common Element No.	Tax Parcel No.	Street Address	Assessed Value	Computed Value
1	0480-P-00030-0000-00	Hastings Park Drive	\$200.00	\$314.00
5	0480-R-00004-0000-00	Hastings Crescent	\$300.00	\$471.00
6	0480-P-00048-0000-00	Hastings Crescent	\$1,100.00	\$1,727.00
7	0480-P-00056-0000-00	Mayview Road	\$3,600.00	\$5,652.00
8	0480-P-00003-0000-00 (part of)	Howell Drive	\$0.00	\$0.00
9	0480-R-00200-0000-00	Hastings Crescent	\$1,600.00	\$2,512.00
10	0480-R-00202-0000-00	Hastings Crescent	\$200.00	\$314.00
11	0480-R-00204-0000-00	Charters Run	\$500.00	\$785.00
12	0480-R-00206-0000-00 (part of)	Garden Landing	\$200.00	\$314.00
13	0480-R-00206-0000-00 (part of)	Garden Landing	\$200.00	\$314.00
15	0480-L-00204-0000-00	Station House Lane	\$200.00	\$314.00
16	0480-L-00206-0000-00	Crawford Lane	\$500.00	\$785.00
19	0480-L-00200-0000-00	Longmore Lane	\$500.00	\$785.00
20	0480-L-00202-0000-00	Sycamore Lane	\$2,000.00	\$3,140.00
21	0480-R-00429-0000-00	Hastings Crescent	\$400.00	\$628.00
22	0480-R-00413-0000-00	Hastings Crescent	\$0.00	\$0.00
23	0480-R-00414-0000-00	Preston Way	\$0.00	\$0.00
24	0480-R-00415-0000-00	Lynk Ally	\$0.00	\$0.00
25	0480-R-00416-0000-00	Goodwin Ally	\$0.00	\$0.00
26	0480-R-00417-0000-00	Weavers Ally	\$0.00	\$0.00
27	0480-R-00418-0000-00	Allan Street	\$0.00	\$0.00
28	0480-R-00419-0000-00	Westover Way	\$0.00	\$0.00
29	0480-R-00420-0000-00	Hastings Park Drive	\$0.00	\$0.00

Exemption:

This is a conveyance for no consideration from the declarant of the Declaration to the unit owners' association for the Community. The land and improvements hereby conveyed are "common elements" and have no separate value because the value of each unit in a planned community includes the value of that unit's appurtenant interest in the common facilities. No separate tax shall be imposed against the common facilities pursuant to Section 5105(b)(1) of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. § 5101, et. seq.).

Further, this conveyance is exempt from the payment of realty transfer taxes pursuant to 72 P.S. §8102.C.3(21) because the common facilities being conveyed should have an assessed value of \$0.00 as explained in the prior paragraph and therefore the tax due would be less than \$1.00.

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**BYLAWS**  
**OF**  
**HASTINGS NEIGHBORHOOD ASSOCIATION, INC.**

Pursuant to the provisions of the  
Pennsylvania Uniform Planned Community Act,  
68 Pa. C.S. § 5101, *et seq.*, as amended (the "Act")

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Dated: \_\_\_\_\_, 2017

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BYLAWS  
OF  
HASTINGS NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of Hastings Neighborhood Association, Inc. (the "Association") pursuant to the requirements of Section 5306 of the Act with respect to the planned community (the "Community") created by the recording of the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community in South Fayette Township, Allegheny County, Pennsylvania (the "Declaration") among the land records of Allegheny County, Pennsylvania.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. § 5101, *et seq.*, as amended from time to time (the "Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

ARTICLE II

The Association

2.1. Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the members of which are the Unit Owners of the Community. The Declarant, being the initial owner of all Units, shall initially constitute all of the members of the Association. A person shall automatically become a member of the

Association at the time he acquires legal title to his Unit, whether improved or unimproved, and he shall continue to be a member so long as he continues to hold title to such Unit. A person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Allegheny County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Association shall be held on the third Thursday of October of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.6 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meeting. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 11.5 and 11.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5. Special Meetings.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

(b) First Special Election Meeting. Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, a special meeting of the Association shall be held

at which one (1) of the three (3) members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect one (1) successor member of the Executive Board to act in the place and stead of the member resigning. Such successor member shall serve until the second special election meeting of the Association to be held in accordance with subsection (c) below.

(c) Second Special Election Meeting. Not later than the earliest of (i) seven (7) years after the date of the recording of the Declaration, (ii) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant, (iii) two (2) years after the Declarant or any successor declarant has ceased to offer Units for sale in the ordinary course of business, or (iv) two (2) years after any development right to add new Units was last exercised, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one (1) or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the third annual meeting of the Association following the meeting at which he or she was elected. The successor member receiving the next highest number of votes shall serve until the second annual meeting of the Association following the meeting at which he or she was elected. The remaining successor member shall serve until the next annual meeting of the association following the meeting at which he or she was elected. The purpose of this format is to establish staggered terms so that there are always experienced members on the Executive Board. Notwithstanding the foregoing exceptions, pursuant to Section 3.5 hereof, a full regular term of office is three (3) years.

(d) Combining Special Election Meetings with Annual Meeting. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs (b) and (c) above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) may be held concurrently with such annual meeting.

2.6. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 9.1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, a quorum is present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes in the Association are present in person or by proxy at the beginning of the meeting. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9. Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call or other proof of quorum.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of members of the Executive Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10. Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

2.11. Voting.

(a) Number of Votes Held by Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership, limited liability company or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the

owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Association. A "Majority Vote" means a vote by Unit Owners vested with more than fifty percent (50%) of the votes (as allocated in the Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Executive Board Members. In all elections for Executive Board members, cumulative voting shall be permitted. Accordingly, each Unit Owner entitled to vote shall have the right to multiply the number of votes to which such Unit Owner is entitled, by the total number of members of the Executive Board to be elected in the same election by the Unit Owners, and such Unit Owner may cast all of its votes for one candidate or such Unit Owner may distribute its votes among any two or more candidates. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the higher number of votes shall be elected to the longer terms.

(e) Declarant's Right to Vote Its Units. Except as set forth in Section 2.5(b) hereof, if the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are allocated.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

(g) Class Voting; Cumulative Voting. Class voting shall be permitted as provided in Section 2.1.3 of the Declaration. Cumulative voting shall be permitted solely for the purpose of electing members of the Executive Board but for no other purpose.

2.12. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. In the case of multiple Owners of a Unit, the proxy shall be executed in the same manner as the certificates described in Section 2.11(b) hereof. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13. Action Without Meeting. Any action required or permitted to be taken by a vote of the members of the Association may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

### ARTICLE III

#### Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be Unit Owners or designees of the Declarant. The size of the Executive Board is subject to change as provided in Article XII of the Declaration.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, charts of maintenance responsibilities, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings, or engage in arbitrations or mediations, in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Community;
- (g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements and make reasonable accommodations or permit reasonable modifications to be made to Units, the Common Facilities, the Controlled Facilities or the Common Elements, to accommodate people with disabilities (as defined by prevailing Federal, State or local statute, regulations, code or ordinance) Unit Owners, residents, tenants or employees;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions to or over the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 5302(a)(9) of the Act;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Chart of Maintenance Responsibilities and Rules and Regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments, impose a Capital Improvement Fee upon the resale of a Unit; provided that any such fee shall be imposed in accordance with Section 5203(a)(12) of the Act;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;

(p) Maintain property and liability insurance in connection with the Community in accordance with the provisions of the Declaration and Section 5312 of the Act;

(q) Effectuate any merger of the Community and the Association with any one or more planned communities and/or condominium(s) and its/their association, subject nonetheless to Section 19.3 of the Declaration;

(r) Delegate any powers of the Association to the Master Association in accordance with the provisions of the Declaration and Section 5302(a)(18) of the Act;

(s) Assign the Association's right to future income, including the right to receive Common Expense assessments; provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged;

(t) Invest the Association's reserve funds in investments permissible by law for the investment of trust funds, in accordance with the Prudent Investor Rule (20 Pa. C.S. §7203);

(u) Exercise any other powers conferred by the Act, Declaration or Bylaws;

(v) Exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association;

(w) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(x) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or special meeting.

3.3. Standard of Care. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.



(3) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

The Executive Board and its members shall have no liability for exercising these powers provided they are exercised in good faith, in the best interest of the Association, and with care in the manner set forth in the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Community a "Managing Agent" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent only the powers granted to the Executive Board by these Bylaws under subsections 3.2(c), (e), (g) and (h).

Any contract with the Managing Agent must provide that it may be terminated with cause immediately upon providing written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Association. The term of any such contract may not exceed one (1) year.

3.5. Delegation of Powers; Master Association. Subject to Section 19.2 of the Declaration, the Executive Board may delegate some or all of the powers of the Association to a Master Association or accept an assignment or delegation of powers from one or more planned communities or other incorporated or unincorporated associations in accordance with the provisions of Section 5302(a)(18) of the Act.

3.6. Election and Term of Office. Subject to Article XII of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.7. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, and at which a quorum is present, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners

entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.8. Vacancies. Except as set forth in Section 3.6 hereof with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term. In the event of a vacancy caused by the resignation or removal of an Executive Board member elected by the Unit Owners pursuant to Section 2.5(b) hereof, that member's replacement shall be elected by Unit Owners other than Declarant at a special meeting of the Association called for such purpose.

3.9. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.10. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by personal delivery or by mail, facsimile or electronic mail, at least three (3) business days prior to the day named for such meeting.

3.11. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given by hand delivery or by mail, facsimile or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.12. Waiver of Notice. Any member may waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice. If all

members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

3.13. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the member present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One (1) or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other.

3.14. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.15. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

3.16. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.17. Validity of Contracts With Interested Executive Board Members. No contract or other transaction between the Association and one (1) or more of its Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, whether or not such interest is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Executive Board member; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.18. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.17 hereof.

3.19. Corporate Employees and Partners. Notwithstanding any other provision contained in the Community Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Executive Board, and such employee, officer or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Executive Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Executive Board member and to complete his term as such Executive Board member.

## ARTICLE IV

### Officers

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one (1) office.

4.2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall make an attempt to compile and maintain at the principal office of the Association, an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or special meeting.

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in amounts greater than five percent (5%) of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

4.10. Resale Certificates and Statements of Unpaid Assessments. The President, Treasurer, Assistant Treasurer, Secretary, or a Managing Agent employed by the

Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 5407(b) of the Act and statements of unpaid assessments in accordance with Section 5315(h) of the Act. The Association may charge the Unit Owner requesting such certificate or statement a reasonable fee for preparing a resale certificate and/or statement of unpaid assessments.

4.11. Amendments to the Declaration. Amendments to the Declaration that are required by the Act to be recorded by the Association, and which have been adopted in accordance with the provisions of the Declaration and the Act, shall be prepared, executed, certified and recorded on behalf of the Association by any officer of the Association designated by the Executive Board for that purpose or, in the absence of such designation, by the President of the Association.

## ARTICLE V

### Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Act, the Declaration, and as set forth on the Chart of Maintenance Responsibilities, as the same may be amended from time to time.

## ARTICLE VI

### Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Chart of Maintenance Responsibilities, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner to comply with any provisions of the Community Documents or the Act shall entitle the Association, acting through its Executive Board or the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty or other insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board, the Chart of Maintenance Responsibilities, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Chart of Maintenance Responsibilities, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Chart of Maintenance Responsibilities, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations or the Chart of Maintenance Responsibilities adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 hereof; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 5315 of the Act. In addition, any past due assessment or installment thereof shall bear interest at the rate established by the Association from time to time; provided that such rate shall not exceed fifteen percent (15%) per year.

6.4. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration, the Plats and Plans, these Bylaws, the Chart of Maintenance Responsibilities or the Rules and Regulations, the determination thereof by the Executive Board, after Notice and Hearing, shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

## ARTICLE VII

### Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

## ARTICLE VIII

### Records

8.1. Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Community, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 5407(b) and 5315(h) of the Act. The financial records shall be maintained in accordance with Article XI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2. Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

8.3. Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the



requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

## ARTICLE IX

### Miscellaneous

9.1. Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Managing Agent, or to the Executive Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

9.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

9.4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

## **Hastings Guidelines for Architectural and Landscape Improvements**

Homeowners may request Architectural and Landscape Improvements if they so desire. Before proceeding, a written plan must be present to the Executive Board for review. The Board will give their recommendations to the Association Board (hereafter “the Association”) for approval. Upon written approval by the Association, the owner may proceed. In addition, architectural and landscape improvements may be subject to Township Zoning and Building Code requirements. Please contact the Township for questions on obtaining the proper permits during construction activities. The purpose of these Guidelines is to assist the homeowner in the planning process.

Improvements requiring Association approval are governed by the Declaration. The Restrictive Covenants covering architectural and landscape improvements are as follows:

- Any external improvements requiring a Building Permit
- Any alteration, modification or change in or to any of the exterior components, fixtures, materials, colors, and/or appearance of any building, fence, wall or other structure or any portion thereof including without limitation, any painting or staining thereof.
- Any addition to and/or demolition or removal of any building fence, wall or other structure or any portion thereof.
- Installation of lighting fixtures, illuminating devices or illumination sources, including but not limited to lamppost lights, anywhere on a property. (includes solar walkway lighting)
- Fencing, together with landscaping adjacent or in proximity thereto.
- Any landscape improvements.

**Guidelines:** These are guidelines for architectural and landscape improvements. Approval by the Association must be obtained before proceeding unless these guidelines specifically waive pre-approval.

### **1. STRUCTURE ADDITIONS**

#### **A. Storm Doors**

1. Storm doors shall be Exterior Full View storm doors in clear, beveled, or etched glass in white vinyl or white aluminum trim. Pre-approval is waived for exterior full view storm doors.
2. Storage facilities will be permitted for single family homes only. They must be attached to the dwelling.
3. Storage facilities will not exceed 3’ depth x 6’ width x 8’ height
4. The storage facility must maintain the architectural integrity of the dwelling and the community.
5. No storage facility will be permitted on the side of the dwelling except for dwellings that abut common space or open space.

B. Decks

1. Deck additions must be constructed of the exact material of the existing deck.
2. New deck construction – Must be constructed with low maintenance composite materials such as Royal Woods or Treks™ type materials and maintain the architectural integrity of the dwelling. The color of the deck shall be earth tones with white rails.
3. If the deck is more than 3 feet high, the exposed underside may be covered. Guidelines for covering the underside are as follows:
  - a) Low maintenance materials are required (PVC, Royal Wood or Treks™ type materials)
  - b) Pressure treated lattice or other pressure treated materials are prohibited.
  - c) Areas under deck must be covered with weed matting and stones or mulch.

**2. FREE STANDING STRUCTURES**

A. Pergolas, Trellises and Arbors. (Gazebos are not permitted)

1. Pergolas
  - a) Free standing Pergolas may be constructed in the rear yards of Single-Family properties only.
  - b) Pergolas may be added to existing or planned decks or patios for Single Family and Townhomes.
  - c) Pergolas must be fiberglass painted white, or white low maintenance material such as PVC or Royal Wood.
  - d) Structure cannot exceed 10ft x 10ft and 9ft in height. Dimension restrictions will be based upon existing deck dimensions.
  - e) Irregular shapes are permitted.
2. Trellises/Arbors
  - a) Free standing Trellises/Arbors may be constructed at the rear yards.
    1. Trellis/Arbor may be constructed of wood, metal, PVC.
    2. Trellis/Arbor may be pre-manufacture
  - b) Trellises for vegetation growth may be attached to dwelling structure. Trellises of this nature are permitted for Single Family Homes.
    1. If the dwelling has white siding, Trellis must be either of same color as exterior shutters to accentuate its architectural detail.
    2. Dwellings with other than white siding may have metal trellis or trellises painted white or the color of the shutters.
    3. Unpainted trellises are not permitted.

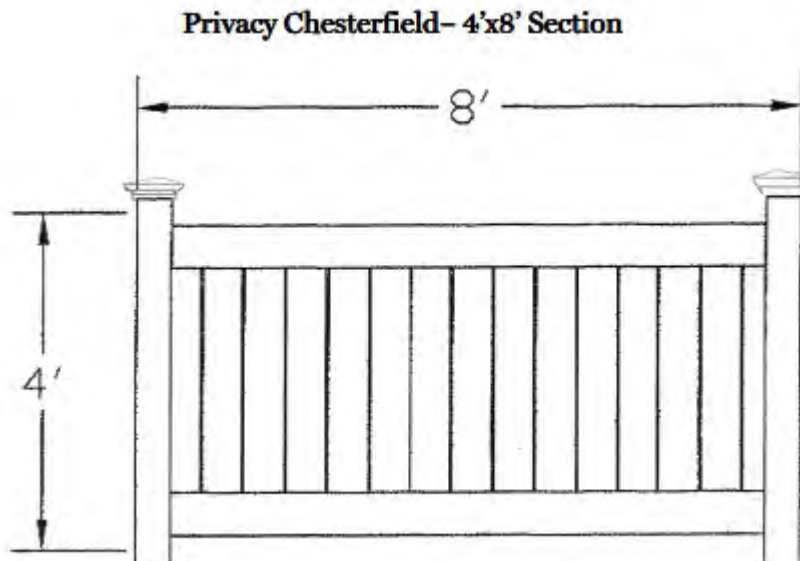
### 3. FENCES AND GATES

#### A. Single Family Homes

1. All fences shall be white in color and made of PVC.
2. The following are approved fence styles (See graphics below):
  - a) Privacy Chesterfield w/ Victorian Accent 6'h x 8' section (rear yards only)
  - b) Privacy Chesterfield – 4'h x 8' section (rear yards only)
  - c) Manchester Scalloped – 4'h x 8' section
  - d) Classic Manchester – 3'h x 8' section
  - e) Princeton with mid-rail – 3'h x 8' section
3. Front and side yard fences shall not exceed 36" (3ft) in height.
4. Fences in rear yards shall not exceed 72" (6ft).
5. Maintenance and appearances of fences will be the responsibility of the owner.
6. Fences shall be constructed at least 6" in from the property lines. The exception shall be as follows:
  - a) Two neighbors agree to the construction of a fence of their joint property line.
  - b) Proof of agreement is required.
  - c) Both neighbors shall be responsible for all maintenance and repairs as per their agreement.

#### B. Town Homes

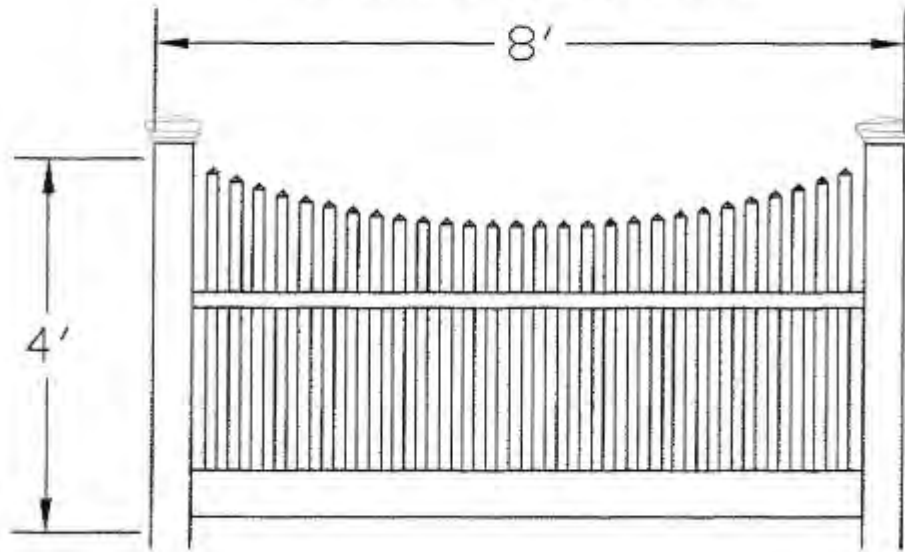
1. All fences shall be white in color and made of PVC.
2. Fences in front and side shall not exceed 36" (3ft) in height.
3. A courtyard privacy panel up to 72" (6ft) in height may be placed on the property line.



**Classic Manchester – 3'x8' Section**

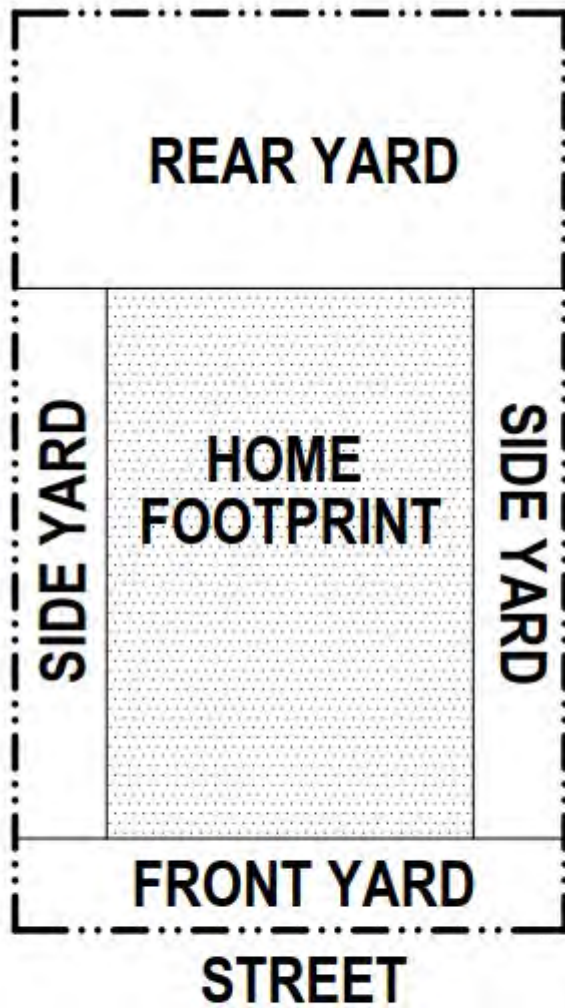


**Manchester Scalloped - 4'x8' Section**

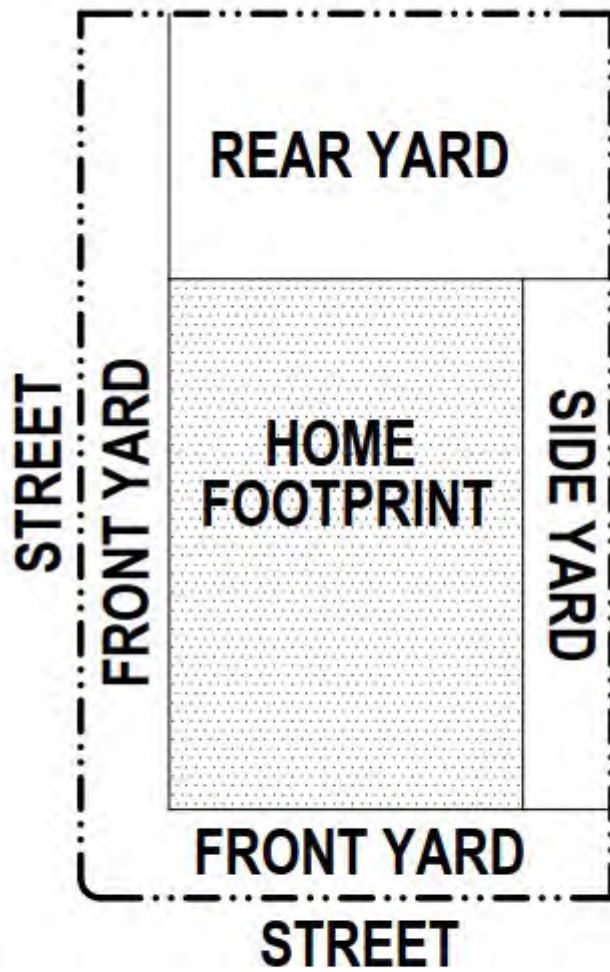


**Princeton with Mid Rail - 3'x8' Section**





**Standard Homesite  
Yard Definition for Fence Heights**



**Corner Homesite  
Yard Definition for Fence Heights**



#### 4. PONDS

- A. Permissible pond size shall be determined based on the lot size and dimensions.
- B. Ponds more than 30" in depth are not permitted.

#### 5. HARDSCAPING

##### A. Existing patios

1. Homeowners may cover existing concrete patios with hardscape products.
2. Products approved must be similar to existing materials of home.

##### B. New patios

1. Patio construction shall be in concrete, stamped concrete, composite landscape pavers, manufactured hardscape products (e.g. E.P. Henry), and natural hardscape products (e.g. flagstone).
2. Loose gravel patios are prohibited.

##### C. Retaining Walls

1. Walls less than or equal to 36 inches are permitted at the front of a property for cultivating flowering beds, etc. Depending on the circumstances, professional engineered plans may be required for approval.
2. Walls shall not be constructed that interfere with the engineered drainage system.

##### D. Stone walls and retaining walls shall not be used for fencing.

#### 6. LANDSCAPING

##### A. Installations and maintenance

1. The landscaping in front yards (front line of home extended to the side property lines to the edge of the roadway in front of the home) cannot be modified. Plant/tree replacement of the same size or larger is the only permitted activity in this area.
2. Any tree replaced must be replaced by a tree of at least 3" in diameter.
3. No hedge in excess of 42" in height shall be maintained in the front or side yard.
4. No hedge in excess of 72" in height shall be maintained in the rear of the residence.
5. Grading shall not be modified without Association and Township approval.
6. Homeowners are permitted to plan annuals and perennials in existing planting beds without Association approval.
7. Homeowners are required to get approval for installing flower or vegetable gardens.
8. Only black mulch is permitted. No other mulch types including, but not limited to, brown mulch, sand, or river rock is not allowed.

9. Dead plant/tree replacement is the responsibility of the property owner, regardless if the Association provides landscaping services on the property or not.

## **7. EXTERIOR, SECURITY AND LANDSCAPING LIGHTING**

- A. All lighting additions (including landscape lighting) requires approval by the Association.
- B. Attached to dwelling:
  1. Exterior lighting fixtures attached to homes must be black or antique bronze.
  2. Attached lighting fixtures include but are not limited to lights on garage, entryways and/or porches and decks.

## **8. MISCELLANEOUS**

- A. Patio and Deck Awnings
  1. Awnings must be retractable and may be manual or automatic.
  2. No awnings are permitted on the front of dwelling.
  3. Awnings must be color coordinated to home.
- B. Enclosed Decks
  1. No front or side porches or decks shall be enclosed.
  2. Decks in the rear of homes may be covered.
    - a. Screening is permitted if deck is covered.
    - b. Decks may be converted into 4 season rooms.
    - c. Covered decks may have ceiling fans, approval for fans within covered decks is not required.
- C. Children's Play Structures  
(Included but not limited to Swing Sets, Sand Boxes, Playhouses and Play Equipment)
  1. All permanent children's play structures require review and Association approval. Temporary play structures shall be stored inside when not in use.
  2. Children's play structures shall be located behind the house as inconspicuously as possible at least ten feet from the rear and side property lines.
  3. Swing Sets shall be on level ground and constructed of cedar or similar wood products (stained or natural), or pressure treated wood painted in glossy paint, the color of the dwellings' shutters and/or front door.
  4. Canvas or other material must compliment the dwelling.
  5. Temporary play equipment is permitted, but shall be stored inside when not in use, including but not limited to movable playhouses, bicycles and recreational non-motorized vehicles, basketball hoops, sporting nets and equipment, and other toys. Permanent basketball hoops are not permitted, temporary basketball hoops are permitted and only erected in the driveway of the member's property when in use.

D. Swings and Gliders

1. Association approval is required for all swings and gliders.

E. Flags

1. Association approval is required for all flags regardless if they will be attached to the dwelling or free-standing.
2. However, flags that meet all the following conditions are deemed pre-approved:
  - a. One flag permitted per household.
  - b. Flags may only be installed in a white wall-mount flag holder and flag size equal to or less than 30" x 60" or installed in a landscape bed area on a black frame and flag size equal to or less than 18" x 36".
  - c. Flag is an American or seasonal/holiday theme.

**HASTINGS NEIGHBORHOOD ASSOCIATION**  
**FINE POLICY RESOLUTION**

The Executive Board of the Hastings Neighborhood Association hereby makes this Fine Policy Resolution on the date set forth below.

Background:

The Hastings Neighborhood Association (the "Association") is a non-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania. The Executive Board of the Association (the "Board") has been given all the duties and powers granted to the Board by the Pennsylvania Uniformed Planned Communities Act, 68 § Pa. C.S., 5101 et. seq. (the "Act"). The Act provides that certain sections of the Act apply to Planned Communities created before the date of the Act, including Section 5302 (a) (11) concerning the powers of the Association. The Board acts on behalf of the Association.


The Board must act in the best interests of the Association as a whole. One of the primary functions of the Board is to provide for maintenance, preservation, and architectural control of the Lots and Common Elements within the property as described in the Declaration of the Association, and to promote the health, safety, and welfare of the residents of the Hastings Neighborhood Association.

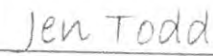
The Act gives the Board powers so that it can manage the Association for the benefit of all Lot Owners. Included in these powers is the ability to levy reasonable fines against a Unit Owner for violations of the Declaration, Bylaws, and Rules and Regulations of the Association. It should be noted that the Board may also assess attorney fees and costs, late charges, bad check charges, and interest against an individual Lot Owner.

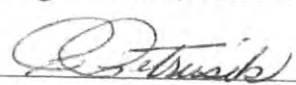
Article 3, section 2, and Article 6 section 2 of the Bylaws provide that the Board may impose charges for violations of the Declaration, the Bylaws and Rules and Regulations of the Association. The Board has the right to exercise any other powers granted by the Act, Declaration or By laws. The Executive Board has the power to do all things necessary or appropriate to carry out the duties and obligations imposed by the Governing Documents or otherwise by law and may act in all instances on behalf of the Association.

**NOW THEREFORE, LET IT BE RESOLVED THAT** the following process for notification of a violation, opportunity to be heard, and schedule of fines, will be followed: Resolution Adopted on this 4<sup>th</sup> day of June 2019 by vote of the Executive Board of the Hastings Neighborhood Association.

EXECUTIVE BOARD OF HASTINGS NEIGHBORHOOD ASSOCIATION

  
\_\_\_\_\_  
Greg Hodecker, President

  
\_\_\_\_\_  
Jennifer Todd, Vice President

  
\_\_\_\_\_  
Patricia Petrusik, Secretary/Treasurer

## **HASTINGS FINE POLICY**

**PUBLICATION OF RULES.** Every Unit Owner received a copy of the Declaration, Bylaws, and all existing Rules and Regulations when they move into a Unit. If a Unit Owners needs a copy of any governing documents, they can contact the Property Manager for an electronic copy.

**NOTICE OF VIOLATION.** When a violation is believed to have occurred, the Board will notify the Lot Owner(s) by first class mail that he/she is in violation and will specify the period of time allowed for the Lot Owner to bring the violation(s) into compliance.

Recognizing that some violations can be immediately corrected while others may require some additional time before they can be corrected, the date by which a particular violation must be corrected will be specified in the notification letter (the "compliance date"). The enforcement of the Rules and Regulations is the responsibility of the Board and in the best interests of the Neighborhood as a whole.

**OPPORTUNITY TO DISPUTE VIOLATION.** If a Unit Owner disputes that he or she has violated the Declaration, Rules or Regulations, the Unit Owner must notify the Board via the Property Management Company in writing, within 10 days of receiving the Notice of Violation. The notice needs to say that the Unit Owner disputes the violation, the justification for the dispute, and request for an opportunity to be heard by the Board. The Property Manager will provide specific instructions from the Board regarding the review and/or any hearing. Any waiver of a fine in one circumstance does not preclude the Board from enforcing a Rule or Regulation or imposing a fine in the future.

**FINES AS LIENS AGAINST UNIT.** All fines will be assessed against the Unit. They become a lien on a Unit, just like assessments. All fines will accrue interest if not paid in the same manner as assessments. The costs of collecting fines, including court costs and attorneys' fees, will be assessed against the Unit Owner in the same manner as assessments. Payments from the Unit Owner will be applied in the following order, regardless of any dispute or notation or instructions placed on the payment: Interest, late fees, costs of collection including attorneys' fees, fines, then the regular assessments.

**VIOLATION & FINE SCHEDULE.** See next page.

**VIOLATION & FINE SCHEDULE**

<b>CATERGORY / VIOLATION</b>	<b>1<sup>ST</sup> NOTICE</b>	<b>2<sup>ND</sup> NOTICE</b>	<b>3<sup>RD</sup> NOTICE</b>
1. Pets	Written request to pet owner for immediate compliance and notice of consequences for subsequent violations	A \$25.00 fine will be assessed for a second notice or second occurrence	A \$50.00 will be imposed for each subsequent violation and removal of pet may be required.
2. Routine Maintenance	Written request to homeowner for action or repair within 7 days and notice of consequences for inaction	A \$25.00 fine will be imposed for a second notice or second occurrence of the problem within 12 months	Assess \$50.00 fine. Fine will increase by \$50.00 each month until correction is complete.
3. Vehicle	After 24 hours, vehicle is subject to towing at owner's expense.	A fine up to \$100/day will be imposed for a second notice or second occurrence of the problem within 12 months AND subject to immediate towing at owner's expense.	A fine up to \$250/day will be imposed for a second notice or second occurrence of the problem within 12 months AND subject to immediate towing at owner's expense.
4. Landscape/ Architectural Component Violation	Written request to homeowner for action/remedy or respond with appropriate plan for correction, which Board will consider - within 30 days & notice of consequences for inaction. Initiated/ ongoing work is required to immediately cease.	A fine of up to \$100/day will be imposed for a second notice or second occurrence of the problem within 12 months or failure to complete approved correction plan.	A fine of up to \$250/day per day will be assessed correction is complete.
5. All other violations	Written request to homeowner for compliance and notice of consequences for subsequent violations	A \$25.00 fine will be imposed for a second notice or second occurrence of the problem within 12 months	Assess \$50.00 fine. Fine will increase by \$50.00 each month until correction is complete.

## Hastings Neighborhood Association

Budget Summary

April 1, 2023 - March 31, 2024

Summary of Assessments

	Single Family Dwelling (Type A)	Townhome (Type B)	Carriage Homes (Type B)	Single Family w/Services (Type C)	Mews (Type D)	Crossroads Units (Type E)
General Common Expenses - Total Assessment	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00
Management Fee	\$ 10.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
Townhome (Type B) Special Allocated Expenses		\$ 44.00				
Carriage Homes (Type B) Special Allocated Expenses			\$ 51.00			
Single Family With Services (Type C) Special Allocated Expenses				\$ 70.00		
Mews (Type D) Special Allocated Expenses					\$ 32.00	
Crossroads (Type E) Special Allocated Expenses						\$ 145.00
<b>Total</b>	<b>\$ 71.00</b>	<b>\$ 118.00</b>	<b>\$ 125.00</b>	<b>\$ 144.00</b>	<b>\$ 106.00</b>	<b>\$ 219.00</b>

Past Assessments:

FY 2023 assessments	\$ 71.00	\$ 113.00	\$ 120.00	\$ 139.00	\$ 97.00	\$ 204.00
FY 2022 assessments	\$ 71.00	\$ 113.00	\$ 120.00	\$ 139.00	\$ 97.00	\$ 204.00
FY 2021 assessments	\$ 76.00	\$ 120.00	\$ 125.00	\$ 144.00	\$ 100.00	\$ 219.00
FY 2020 assessments	\$ 76.00	\$ 120.00	\$ 125.00	\$ 133.00	\$ 100.00	N/A
FY 2019 assessments	\$ 76.00	\$ 120.00	\$ 125.00	\$ 133.00	\$ 100.00	N/A
FY 2018 assessments	\$ 76.00	\$ 120.00	\$ 125.00	\$ 133.00	\$ 100.00	N/A

Hastings Neighborhood Association - General Common Operating Budget													
April 1, 2023 - March 31, 2024													
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>Total Association Interest</b>													
<b>General Common Income</b>													
<b>Residential Interest:</b>													
Single Family (Type A)	57	60	62	64	66	68	70	72	74	75	75	75	75
Townhome (Type B)	94	97	100	103	106	109	112	115	118	121	124	124	124
Carriage Homes (Type B)	20	20	20	20	20	20	20	20	20	20	20	20	20
Single w/ Services (Type C)	40	40	40	40	40	40	40	40	40	40	40	40	40
Mews (Type D)	23	23	23	23	23	23	23	23	23	23	23	23	23
Crossroads (Type E)	22	22	22	22	22	22	22	22	22	22	22	22	22
<b>Total Completed Shares</b>	256	262	267	272	277	282	287	292	297	301	304	304	304
Monthly General Common Assessment	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00
<b>General Common Assessment Income</b>	<b>\$ 15,616.00</b>	<b>\$ 15,982.00</b>	<b>\$ 16,287.00</b>	<b>\$ 16,592.00</b>	<b>\$ 16,897.00</b>	<b>\$ 17,202.00</b>	<b>\$ 17,507.00</b>	<b>\$ 17,812.00</b>	<b>\$ 18,117.00</b>	<b>\$ 18,361.00</b>	<b>\$ 18,544.00</b>	<b>\$ 18,544.00</b>	<b>\$ 207,461.00</b>
Uncompleted Lots and Land	70	64	59	54	49	44	39	34	29	25	22	22	22
Monthly General Common Assessment	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00	\$ 61.00
<b>General Common Income - Developer</b>	<b>\$ 4,270.00</b>	<b>\$ 3,904.00</b>	<b>\$ 3,599.00</b>	<b>\$ 3,294.00</b>	<b>\$ 2,989.00</b>	<b>\$ 2,684.00</b>	<b>\$ 2,379.00</b>	<b>\$ 2,074.00</b>	<b>\$ 1,769.00</b>	<b>\$ 1,525.00</b>	<b>\$ 1,342.00</b>	<b>\$ 1,342.00</b>	<b>\$ 31,171.00</b>
<b>General Common Income - Resort Contribution</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 1,383.53</b>	<b>\$ 16,602.40</b>
<b>Total Income</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 21,269.53</b>	<b>\$ 255,234.40</b>
<b>General Common Expenses</b>													
<b>Fixed Expenses</b>													
Property Insurance	7500												\$ 7,500.00
Liability Insurance	2800												\$ 2,800.00
Employee Dishonesty Insurance	800												\$ 800.00
Directors & Officers Insurance	1300												\$ 1,300.00
<b>FIXED EXPENSE TOTAL</b>													<b>\$ 12,400.00</b>
<b>Landscaping</b>													
Contracted Landscaping	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700					\$ 45,600.00
Additional Treatments/Services		2,500				2,500							\$ 5,000.00
Street Tree Trimming	13,000							13,000					\$ 26,000.00
Snow Removal									18,500	18,500	18,500	18,500	\$ 74,000.00
<b>LANDSCAPING TOTAL</b>													<b>\$ 150,600.00</b>
<b>General Maintenance</b>													
Crossroads Safety Monitoring & Maintenance	750	750	750	750	750	750	750	750	750	750	750	750	\$ 9,000.00
Athletic Club Janatorial Services & Supplies	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	\$ 16,800.00
Athletic Club Equipment & Repairs	750	750	750	750	750	750	750	750	750	750	750	750	\$ 9,000.00
General Maintenance	350	350	350	350	350	350	350	350	350	350	350	350	\$ 4,200.00
Belgium Block Curbing Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	\$ 1,200.00
<b>GENERAL MAINTENANCE TOTAL</b>													<b>\$ 40,200.00</b>
<b>Stormwater Management</b>													
Biennial Inspection					1								\$ 1.00
Quarterly Inspection (Basins)	500			500			500			500			\$ 2,000.00
General Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	\$ 12.00
<b>STORMWATER MANAGEMENT TOTAL</b>													<b>\$ 2,013.00</b>



	Hastings Neighborhood Association - General Common Operating Budget												
	April 1, 2023 - March 31, 2024												
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>Utilities</b>													
Electric	130	130	130	130	130	130	130	130	130	130	130	130	\$ 1,560.00
Water	80	80	80	80	80	80	80	80	80	80	80	80	\$ 960.00
Gas	30	30	30	30	30	30	30	30	30	30	30	30	\$ 360.00
Internet & Cable	280	280	280	280	280	280	280	280	280	280	280	280	\$ 3,360.00
Fire Hydrant Expense						450							\$ 450.00
<b>UTILITIES TOTAL</b>													\$ 6,690.00
<b>General &amp; Administrative</b>													
Accounting Fees	450												\$ 450.00
Legal	300	300	300	300	300	300	300	300	300	300	300	300	\$ 3,600.00
Postage & Copies (GL 5110 Office Expenses)	400	400	400	400	400	400	400	400	400	400	400	400	\$ 4,800.00
<b>GENERAL &amp; ADMINISTRATIVE TOTAL</b>													\$ 8,850.00
<b>Total General Common Expenses</b>	<b>\$ 36,621</b>	<b>\$ 12,771</b>	<b>\$ 10,271</b>	<b>\$ 10,771</b>	<b>\$ 10,272</b>	<b>\$ 13,221</b>	<b>\$ 10,771</b>	<b>\$ 23,271</b>	<b>\$ 23,071</b>	<b>\$ 23,571</b>	<b>\$ 23,071</b>	<b>\$ 23,071</b>	<b>\$ 220,753</b>
<b>Reserve Transfers</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 1,987</b>	<b>\$ 23,841.43</b>
<b>Total</b>	<b>\$ 38,608</b>	<b>\$ 14,758</b>	<b>\$ 12,258</b>	<b>\$ 12,758</b>	<b>\$ 12,259</b>	<b>\$ 15,208</b>	<b>\$ 12,758</b>	<b>\$ 25,258</b>	<b>\$ 25,058</b>	<b>\$ 25,558</b>	<b>\$ 25,058</b>	<b>\$ 25,058</b>	<b>\$ 244,594</b>
<b>Net</b>	<b>\$ (17,338)</b>	<b>\$ 6,512</b>	<b>\$ 9,012</b>	<b>\$ 8,512</b>	<b>\$ 9,011</b>	<b>\$ 6,062</b>	<b>\$ 8,512</b>	<b>\$ (3,988)</b>	<b>\$ (3,788)</b>	<b>\$ (4,288)</b>	<b>\$ (3,788)</b>	<b>\$ (3,788)</b>	<b>\$ 10,640</b>
<b>Special Allocated Assessment Breakdown:</b>													
<b>Management Fee</b>													
Total Paying Shares	256	262	267	272	277	282	287	292	297	301	304	304	
Property Management Fee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
Management Fee Assessment	\$ 2,560.00	\$ 2,620.00	\$ 2,670.00	\$ 2,720.00	\$ 2,770.00	\$ 2,820.00	\$ 2,870.00	\$ 2,920.00	\$ 2,970.00	\$ 3,010.00	\$ 3,040.00	\$ 3,040.00	\$ 34,010
Uncompleted Lots and Land	70	64	59	54	49	44	39	34	29	25	22	22	
Property Management Fee Paid by Dev.	\$ 17.50	\$ 16.00	\$ 14.75	\$ 13.50	\$ 12.25	\$ 11.00	\$ 9.75	\$ 8.50	\$ 7.25	\$ 6.25	\$ 5.50	\$ 5.50	
Management Fee Assessment	\$ 1,225	\$ 1,024	\$ 870	\$ 729	\$ 600	\$ 484	\$ 380	\$ 289	\$ 210	\$ 156	\$ 121	\$ 121	\$ 6,210
<b>Total Management Fee Expense</b>	<b>3,785</b>	<b>3,644</b>	<b>3,540</b>	<b>3,449</b>	<b>3,370</b>	<b>3,304</b>	<b>3,250</b>	<b>3,209</b>	<b>3,180</b>	<b>3,166</b>	<b>3,161</b>	<b>3,161</b>	<b>40,220</b>

**Hastings Neighborhood Association**

General Common

Improvements Reserve Budget

April 1, 2023 - March 31, 2024

Description/Item	Quantity	Units	Unit Price	Total Cost	Useful Life (yrs.)	Reserve per year
<b><u>Paved Alleys (Private)</u></b>						
Phase 1	3,701	SY	\$ 8.00	\$ 29,608.00	30	\$ 986.93
Phase 2	5,228	SY	\$ 8.00	\$ 41,824.00	30	\$ 1,394.13
Total Paved Alleys (Private)						\$ 2,381.07
<b><u>NA Street Sidewalk</u></b>						
Phase 1	5,270	SF	\$ 6.00	\$ 31,620.00	40	\$ 790.50
Phase 2	5,980	SF	\$ 6.00	\$ 35,880.00	40	\$ 897.00
Total NA Street Sidewalk						\$ 1,687.50
<b><u>Belgium Block Curbing</u></b>						
Phase 1	11,698	LF	\$ 35.00	\$ 409,430.00	100	\$ 4,094.30
Phase 2	6,500	LF	\$ 35.00	\$ 227,500.00	100	\$ 2,275.00
Total NA Belgium Block Curbing						\$ 6,369.30
<b><u>ADA Curb to Street Ramps</u></b>						
Phase 1	6	EA	\$ 600.00	\$ 3,600.00	40	\$ 90.00
Phase 2	7	EA	\$ 600.00	\$ 4,200.00	40	\$ 105.00
Total ADA Curb to Street Ramps						\$ 195.00
<b><u>SWM Facilities</u></b>						
Phase 1 - pipe, structures, basin	1	LS	\$ 35,000.00	\$ 35,000.00	75	\$ 466.67
Phase 1 - fencing	11,000	LF	\$ 10.00	\$ 110,000.00	50	\$ 2,200.00
Phase 2 - pipe, structures	1,159	LF	\$ 33.00	\$ 38,247.00	75	\$ 509.96
Total SWM Facilities						\$ 3,176.63
<b><u>Street Signs (private alleys)</u></b>						
Phase 1	1	EA	\$ 5,000.00	\$ 5,000.00	75	\$ 66.67
Phase 2	1	EA	\$ 5,000.00	\$ 5,000.00	75	\$ 66.67
Total Street Signs						\$ 133.33
<b><u>Common Facilities</u></b>						
Phase 1 -Centralized Mailboxes	3	EA	\$ 6,000.00	\$ 18,000.00	50	\$ 360.00
Phase 2 - Centralized Mailboxes	2	EA	\$ 6,000.00	\$ 12,000.00	50	\$ 240.00
Total Common Facilities						\$ 600.00
<b><u>Walking Trails</u></b>						
Phase 1	37,953	SF	\$4.00	\$151,812.00	20	\$7,590.60
Phase 2	6,140	SF	\$4.00	\$24,560.00	20	\$1,228.00
Total Walking Trails						\$8,818.60
<b><u>Street lights</u></b>						
Light poles	20	EA	\$1,800.00	\$36,000.00	75	\$480.00
Total Light Poles						\$480.00
<b>TOTAL RESERVES</b>						<b>\$ 23,841.43</b>

**Hastings Neighborhood Association - Type B (Townhome) Assessment**

**April 1, 2023 - March 31, 2024**

		<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>TOTAL</b>
Total Units		94	97	100	103	106	109	112	115	118	121	124	124	
Occupied		94	97	100	103	106	109	112	115	118	121	124	124	
Completed/Not Occupied		-	-	-	-	-	-	-	-	-	-	-	-	
Not Completed		-	-	-	-	-	-	-	-	-	-	-	-	
Unit # paying		94	97	100	103	106	109	112	115	118	121	124	124	
Monthly fee		\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	
Special Assessment - Mgt. Fee	\$ 3.00													
<b>Assessment Income</b>		<b>\$ 4,418.00</b>	<b>\$ 4,559.00</b>	<b>\$ 4,700.00</b>	<b>\$ 4,841.00</b>	<b>\$ 4,982.00</b>	<b>\$ 5,123.00</b>	<b>\$ 5,264.00</b>	<b>\$ 5,405.00</b>	<b>\$ 5,546.00</b>	<b>\$ 5,687.00</b>	<b>\$ 5,828.00</b>	<b>\$ 5,828.00</b>	<b>\$ 62,181.00</b>
<b>EXPENSES</b>														
Landscaping		\$ -	\$ 3,880.00	\$ 4,000.00	\$ 4,120.00	\$ 4,240.00	\$ 4,360.00	\$ 4,480.00	\$ 4,600.00	\$ 4,720.00				\$ 34,400.00
Shrub Replacement				\$ 2,000.00										\$ 2,000.00
Snow Removal										\$ 3,540.00	\$ 7,080.00	\$ 7,080.00	\$ 3,605.00	\$ 21,305.00
Management Fees / mo.	\$ 3.00	\$ 282.00	\$ 291.00	\$ 300.00	\$ 309.00	\$ 318.00	\$ 327.00	\$ 336.00	\$ 345.00	\$ 354.00	\$ 363.00	\$ 372.00	\$ 372.00	\$ 3,969.00
<b>Total Expenses</b>		<b>\$ 282.00</b>	<b>\$ 4,171.00</b>	<b>\$ 6,300.00</b>	<b>\$ 4,429.00</b>	<b>\$ 4,558.00</b>	<b>\$ 4,687.00</b>	<b>\$ 4,816.00</b>	<b>\$ 4,945.00</b>	<b>\$ 8,614.00</b>	<b>\$ 7,443.00</b>	<b>\$ 7,452.00</b>	<b>\$ 3,977.00</b>	<b>\$ 61,674.00</b>
<b>Net</b>		<b>\$ 4,136.00</b>	<b>\$ 388.00</b>	<b>\$ (1,600.00)</b>	<b>\$ 412.00</b>	<b>\$ 424.00</b>	<b>\$ 436.00</b>	<b>\$ 448.00</b>	<b>\$ 460.00</b>	<b>\$ (3,068.00)</b>	<b>\$ (1,756.00)</b>	<b>\$ (1,624.00)</b>	<b>\$ 1,851.00</b>	<b>\$ 507.00</b>
<b>Narrative</b>														
<b><u>Attached- Income</u></b>														
<b><u>Attached- Expenses</u></b>														
Landscaping	Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences). Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.													
Snow Removal	Reflects .5 hours per unit per snow event, assumes 6 snow events.													
Special Assessment	The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.													

**Hastings Neighborhood Association - Type B (Carriage) Assessment**

April 1, 2023 - March 31, 2024

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units	20	20	20	20	20	20	20	20	20	20	20	20	20
Occupied	20	20	20	20	20	20	20	20	20	20	20	20	20
Completed/Not Occupied	-	-	-	-	-	-	-	-	-	-	-	-	-
Not Completed	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit # paying	20	20	20	20	20	20	20	20	20	20	20	20	20
Monthly fee	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00
Special Assessment													
<b>Assessment Income</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,020.00</b>	<b>\$ 12,240.00</b>
<b>EXPENSES</b>													
Landscaping	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00					\$ 6,400.00
Shrub Replacement	\$ 500.00												\$ 500.00
Snow Removal									\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 4,500.00
Management Fees / mo.	\$ 3.00 \$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 720.00
<b>Total Expenses</b>	<b>\$ 1,360.00</b>	<b>\$ 860.00</b>	<b>\$ 860.00</b>	<b>\$ 860.00</b>	<b>\$ 860.00</b>	<b>\$ 860.00</b>	<b>\$ 860.00</b>	<b>\$ 860.00</b>	<b>\$ 1,560.00</b>	<b>\$ 1,560.00</b>	<b>\$ 1,560.00</b>	<b>\$ 60.00</b>	<b>\$ 12,120.00</b>
<b>Net</b>	<b>\$ (340.00)</b>	<b>\$ 160.00</b>	<b>\$ 160.00</b>	<b>\$ 160.00</b>	<b>\$ 160.00</b>	<b>\$ 160.00</b>	<b>\$ 160.00</b>	<b>\$ 160.00</b>	<b>\$ (540.00)</b>	<b>\$ (540.00)</b>	<b>\$ (540.00)</b>	<b>\$ 960.00</b>	<b>\$ 120.00</b>

**Narrative**

**Attached- Income**

**Attached- Expenses**

Landscaping

Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences).  
Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.

Snow Removal

Reflects .5 hours per unit per snow event, assumes 6 snow events.

Special Assessment

The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.

**Hastings Neighborhood Association - Type C (Single Family with services) Assessment**

April 1, 2023 - March 31, 2024

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units	40	40	40	40	40	40	40	40	40	40	40	40	40
Occupied	40	40	40	40	40	40	40	40	40	40	40	40	40
Completed/Not Occupied	-	-	-	-	-	-	-	-	-	-	-	-	-
Not Completed	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit # paying	40	40	40	40	40	40	40	40	40	40	40	40	40
Monthly fee	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
Special Assessment - Mgt. Fee	\$ 3.00												
<b>Assessment Income</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 2,920.00</b>	<b>\$ 35,040.00</b>
<b>EXPENSES</b>													
Landscaping	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50					\$ 26,100.00
Shrub Replacement		\$ 1,500.00											\$ 1,500.00
Snow Removal									\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 6,000.00
Management Fees / mo.	\$ 3.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 1,440.00
<b>Total Expenses</b>	<b>\$ 3,382.50</b>	<b>\$ 4,882.50</b>	<b>\$ 3,382.50</b>	<b>\$ 3,382.50</b>	<b>\$ 3,382.50</b>	<b>\$ 3,382.50</b>	<b>\$ 3,382.50</b>	<b>\$ 3,382.50</b>	<b>\$ 1,120.00</b>	<b>\$ 2,120.00</b>	<b>\$ 2,120.00</b>	<b>\$ 1,120.00</b>	<b>\$ 35,040.00</b>
<b>Net</b>	<b>\$ (462.50)</b>	<b>\$ (1,962.50)</b>	<b>\$ (462.50)</b>	<b>\$ (462.50)</b>	<b>\$ (462.50)</b>	<b>\$ (462.50)</b>	<b>\$ (462.50)</b>	<b>\$ (462.50)</b>	<b>\$ 1,800.00</b>	<b>\$ 800.00</b>	<b>\$ 800.00</b>	<b>\$ 1,800.00</b>	<b>\$ -</b>

**Narrative**

**Attached- Income**

**Attached- Expenses**

Landscaping

Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences).  
Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.

Snow Removal

Reflects 1 hour per unit per snow event, assumes 6 snow events.

Special Assessment

The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.

**Hastings Neighborhood Association - Type D (Mews) Assessment**

April 1, 2023 - March 31, 2024

		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units		23	23	23	23	23	23	23	23	23	23	23	23	23
Occupied		23	23	23	23	23	23	23	23	23	23	23	23	23
Completed/Not Occupied		-	-	-	-	-	-	-	-	-	-	-	-	-
Not Completed		-	-	-	-	-	-	-	-	-	-	-	-	-
Unit # paying		23	23	23	23	23	23	23	23	23	23	23	23	23
Monthly fee		\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00
Special Assessment - Mgt.	\$ 3.00													
<b>Assessment Income</b>		<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 805.00</b>	<b>\$ 9,660.00</b>
<b>EXPENSES</b>														
Landscaping		\$ 943.00	\$ 943.00	\$ 943.00	\$ 943.00	\$ 943.00	\$ 943.00	\$ 943.00	\$ 943.00					\$ 7,544.00
Shrub Replacement					\$ 1.00									\$ 1.00
Snow Removal										\$ 220.00	\$ 416.00	\$ 416.00	\$ 208.00	\$ 1,260.00
Management Fees / mo.	\$3.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 828.00
<b>Total Expenses</b>		<b>\$ 1,012.00</b>	<b>\$ 1,012.00</b>	<b>\$ 1,012.00</b>	<b>\$ 1,013.00</b>	<b>\$ 1,012.00</b>	<b>\$ 1,012.00</b>	<b>\$ 1,012.00</b>	<b>\$ 1,012.00</b>	<b>\$ 289.00</b>	<b>\$ 485.00</b>	<b>\$ 485.00</b>	<b>\$ 277.00</b>	<b>\$ 9,633.00</b>
<b>Net</b>		<b>\$ (207.00)</b>	<b>\$ (207.00)</b>	<b>\$ (207.00)</b>	<b>\$ (208.00)</b>	<b>\$ (207.00)</b>	<b>\$ (207.00)</b>	<b>\$ (207.00)</b>	<b>\$ (207.00)</b>	<b>\$ 516.00</b>	<b>\$ 320.00</b>	<b>\$ 320.00</b>	<b>\$ 528.00</b>	<b>\$ 27.00</b>

**Narrative**

**Attached- Income**

**Attached- Expenses**

Landscaping Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences).  
Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.

Snow Removal Reflects .5 hours per unit per snow event, assumes 6 snow events.

Special Assessment The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.

**Hastings Neighborhood Association - Type E (Crossroads) Assessment**

		April 1, 2023 - March 31, 2024												
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Shares		22	22	22	22	22	22	22	22	22	22	22	22	22
Occupied		22	22	22	22	22	22	22	22	22	22	22	22	22
Completed/Not Occupied		-	-	-	-	-	-	-	-	-	-	-	-	-
Not Completed		-	-	-	-	-	-	-	-	-	-	-	-	-
Unit # paying		22	22	22	22	22	22	22	22	22	22	22	22	22
Monthly fee		\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
Special Assessment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee		\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
<b>Assessment</b>		<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 3,190.00</b>	<b>\$ 38,280.00</b>
<b>EXPENSES</b>														
Landscaping														
Shrub Replacement														
Snow Removal														
Crossroads Insurance		\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 21,660.00
Management Fees / mo	\$3	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 792.00
<b>Total Expenses</b>		<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 1,871.00</b>	<b>\$ 22,452.00</b>
<b>RESERVES</b>														
Reserve Transfers		\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 15,824.38
Net		\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 3.63
<b>Narrative</b>														
<b>Attached- Income</b>														
<b>Attached- Expenses</b>														
Landscaping		Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences). Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.												

**Hastings Neighborhood Association**

**Crossroads (Type E)**

**Reserve Budget**

Number of Crossroads Buildings	3			
<b>Building Number</b>	<b>Unit Designation</b>	<b>Residential</b>	<b>Sq Ft Non-Res</b>	<b>Number of Shares</b>
401	A	1	0	1
401	B	1	0	1
401	C	1	0	1
401	D	1	0	1
401	E	0	1,094	2
402	F	0	1,094	2
402	A	1	0	1
402	B	1	0	1
402	C	1	0	1
402	D	1	0	1
402	E	0	1,186	2
402	F	0	1,164	2
403	A	1	0	1
403	B	1	0	1
403	C	1	0	1
403	D	1	0	1
403	E	0	1,148	2
403	F	0	1,148	2
			<b>TOTAL SHARES</b>	<b>24</b>

\* Per the Declaration for the Planned Community, every 1,000 square feet of non-residential space equals 1 share rounded up to the nearest integer

Description/Item	Total Cost	Useful Life (yrs)	Reserve per year
<b>Building</b>			
Lumber / Trusses / Labor	\$ 75,000.00	60	\$ 1,250.00
<b>Gutters and Downspouts</b>			
Materials	\$ 2,500.00		
Teardown	\$ 300.00		
Subtotal	\$ 2,800.00		
Labor (25%)	\$ 700.00		
Total Gutters and Downspouts	\$ 3,500.00	25	\$ 140.00
<b>Exterior Trim</b>			
Shutters	\$ 600.00		
Materials	\$ 7,500.00		
Teardown	\$ 3,000.00		
Subtotal	\$ 11,100.00		
Labor (25%)	\$ 2,775.00		
Total Exterior Trim	\$ 13,875.00	40	\$ 346.88
<b>Garage Doors</b>			
Materials	\$ 5,000.00		
Teardown	\$ 800.00		
Subtotal	\$ 5,800.00		
Labor (25%)	\$ 1,450.00		
Total Garage Doors	\$ 7,250.00	30	\$ 241.67
<b>Exterior Doors</b>			
Residential and Commercial	\$ 15,000.00		
Teardown	\$ 1,500.00		
Subtotal	\$ 16,500.00		
Labor (25%)	\$ 4,125.00		
Total Exterior Doors	\$ 20,625.00	25	\$ 825.00
<b>Windows</b>			
Residential and Commercial	\$ 50,000.00		
Teardown	\$ 3,000.00		
Subtotal	\$ 53,000.00		
Labor (25%)	\$ 13,250.00		
Total Windows	\$ 66,250.00	40	\$ 1,656.25
<b>Siding</b>			
Materials	\$ 15,000.00		
Teardown	\$ 2,100.00		
Subtotal	\$ 17,100.00		
Labor (25%)	\$ 4,275.00		
Total Siding	\$ 21,375.00	50	\$ 427.50
<b>Roof</b>			
Materials	\$ 10,000.00		
Teardown	\$ 2,400.00		
Subtotal	\$ 12,400.00		
Labor (25%)	\$ 3,100.00		
Total Roofing	\$ 15,500.00	40	\$ 387.50
<b>Total Annual Reserves Per Building</b>			<b>\$ 5,274.79</b>
<b>TOTAL ANNUAL RESERVES - ALL CROSSROADS BUILDINGS</b>			<b>\$ 15,824.38</b>



# NEW HOME AGREEMENT



2.4. Should Buyer fail to fulfill any conditions in this Article 2 or should Buyer's mortgage commitment be terminated or expire for any reason after it is received, Buyer understands Buyer shall not be released from Buyer's obligations under the Agreement.

**3. THE HOME**

3.1. The Home shall be completed in substantial conformance with the Home Brochure, including the Modify Floorplan Options, Add Detail Options, and CharterCOLORS Selections detailed on the Simply Custom Options Addendum and the Base Included Features and Market Options, all which are incorporated within this Agreement.

3.2. The completed Home may differ from any model, Home Store, inventory home, sample materials, or information in Seller's displayed or online sales information referenced by Buyer. Buyer understands such information is and was for illustrative purposes only and shall not be deemed a representation to which the Home will conform.

3.3. Seller will have the sole discretion to determine the siting of the Home; all final grading; retaining walls and swales; location of driveways and walks; location and type of landscaping; placement of utility meters and accessories, poles, transformers, markers, and pedestals; number of steps from and railing on porches; and the removal of any trees or other vegetation. Seller will not be responsible for damage to or survival of any remaining trees or vegetation. Seller will seed the lawn once but not seed any sloped, wooded or naturally vegetated areas. Buyer shall be solely responsible for growing and establishing the lawn after the initial seeding.

3.4. Buyer acknowledges that all scales, dimensions, measurements, and square footage references contained in the Home Brochure are approximate and that the actual dimensions of the completed Home may vary due to normal construction tolerances, site conditions, options selected by the Buyer, or measurement conventions. Buyer understands such information is and was for illustrative purposes only and shall not be deemed to create a representation or warranty to which the Home will conform in any way.

3.5. Buyer will not be responsible for any costs for blasting, excavation, or removal of rock on or under the Homesite. Should the Seller encounter any unusual or difficult ground or subsurface conditions on the Homesite prior to or during the excavation for the foundation that would preclude the Seller from constructing the Home or require blasting, excavation, or removal of rock, Buyer and Seller agree to transfer the Buyer to an alternate homesite, if available, at no additional cost to the Buyer or, if not available, to cancel this Agreement without further liability to Buyer or Seller and return any deposit paid by Buyer.

3.6. The Home may include natural materials or products made with natural materials, such as stone, brick, granite, metals, wood, and marble, used both inside and on the exterior of the home. These products include variations in color, grain, texture, veining, and finish, which can change over time and may differ from shown samples. Buyer acknowledges and accepts these variations as normal.

3.7. The Home shall be substantially complete at Closing in accordance with the Performance Standards set forth in the Warranty section of this Agreement. A minor amount of work including but not limited to painting, paving, and landscaping that does not affect the livability of the Home may not be complete at time of Closing, especially if the Closing occurs during the winter and early spring. Seller will remain obligated to complete any such work after Closing as late as June, depending on weather and soil conditions. Buyer agrees that there will be no holdback or escrow of any part of the Purchase Price for such items. If Buyer's mortgage lender requires funds to be placed in escrow as a condition of providing a mortgage loan, any such funds shall be provided by and deposited in escrow by Buyer.

3.8. Pursuant to the provisions and requirements of the Federal Trade Commission Trade Regulation Rule Concerning the Labeling and Advertising of Home Insulation, insulation will be installed in the Home as follows (all R-values stated below are based on the representations of the manufacturer of the insulation and not on any independent investigation by Seller):

Attic	Cellulose blown in	R-38	14"
Standard Exterior Walls	Batt with paper face	R-21	5¼"
Garage Interior Walls	Batt with paper face	R-13	3½"

Cathedral Ceilings	Batt with paper face	R-38	11¼"
Basement	Vinyl faced	R-11	3½"
Band Board	Batt with paper face	R-21	5¼"

3.9. The Seller retains ownership of and copyrights to all home designs and details. Buyer shall neither receive nor have the right to use any design documentation, including copies or images of individual building plans, as part of this Agreement.

**4. CHARTERCOLORS SELECTIONS**

4.1. If Buyer is purchasing a home that requires selections, within ten (10) days of the Agreement Date Seller shall schedule and Buyer shall attend an appointment at CharterCOLORS to make Selections. The appointment shall be held during the workday hours of Monday through Friday between 8AM and 4PM.

4.2. All Modify Floorplan Options and Add Details Options must be completed prior to the CharterCOLORS appointment. If additional Selections are made by Buyer during the CharterCOLORS appointment, a revised Simply Custom Options Addendum, signed by Buyer and Seller, will replace any prior Simply Custom Options Addendum and shall set forth the Final Purchase Price.

4.3. If Buyer does not make selections within the agreed time period, Seller shall have the right (but not the obligation) to select and install standard colors and materials for Buyer.

4.4. Once Buyer has completed the CharterCOLORS appointment and signed the revised Simply Custom Options Addendum, Buyer acknowledges no further Options or Selections can be added or deleted.

4.5. Seller may substitute products included in the Home with others of substantially equal quality in the event that Seller is unable to timely or reasonably obtain such products through ordinary and usual sources of supply in Seller's sole discretion.

**5. MEET THE BUILDER | CONSTRUCTION TOUR**

5.1. Near the time Home construction starts, and again near the time drywall is installed, the Seller shall schedule and Buyer shall attend meetings with their Builder and take a Construction Tour of the Home. Buyer may invite no more than one additional individual to the meetings. The meetings will be held during the workday hours of Monday through Friday between 8AM and 4PM.

**6. SAFETY AND VISITING THE PROPERTY**

6.1. A construction site is a hazardous area and entering it during construction can have serious consequences. For those reasons, Buyer agrees not to enter the Property without obtaining permission from Seller, who reserves the right at any time to limit access to the Property for any reason.

6.2. If permission to enter the Property is granted, the Buyer further agrees:

6.2.1. To only enter the Property for the purpose of monitoring the progress of construction and only during Seller's normal working hours. Buyer may only view the Property and any exposed components when on the Property. In no event may Buyer modify, add to or remove, alter, or test any component(s) of the Home. In addition, Buyer agrees not to give instruction or interfere with Seller's Teammembers or Trade Partners and will address any questions, instructions, or suggestions to Seller by message through their Homebuyer Portal.

6.2.2. To assume the risks of any injury or damage to person or property that may arise as a result of entry onto the Property by Buyer or others invited by Buyer. Others invited by Buyer may not enter the Property without Buyer. No children under the age of 16 years are allowed on the Property at any time. Buyer hereby releases and agrees to indemnify, defend, and hold Seller and Seller's subsidiaries, affiliates, directors, officers, employees, subcontractors, and suppliers harmless from all claims and liabilities incurred by Seller resulting from, arising out of, or related to the presence of Buyer or others invited by Buyer on the Property prior to Closing.

6.3. Buyer will not hire or employ any Trade Partners or other persons to perform work in or on the Property until after Closing. Buyer agrees that doing so will void the Charter Limited Warranty.

6.4. Buyer agrees not to store any personal property or possessions in or on the Property prior to Closing.

## 7. BUILDING INSPECTION

7.1. Buyer may, at Buyer's expense and with Sellers's permission, hire a licensed third-party inspector who is a full member in good standing of a national home inspection association to conduct an inspection in accordance with the ethical standards and code of conduct or practice of that association to confirm the home has been completed prior to Closing in accordance with the obligations of Seller under this agreement. To obtain the permission of Seller, Buyer must email the Seller a request to have a home inspection at least forty-five (45) days prior to the Closing Date with the following information:

7.1.1. The name of the individual inspector and the inspection company they work for.

7.1.2. A copy of all required professional licenses for both the company and the individual inspector.

7.1.3. A Certificate of Insurance from an insurer acceptable to Seller providing evidence of inspector's Commercial General Liability insurance with limits not lower than \$100,000 per occurrence / \$500,000 aggregate and Automobile Liability insurance with limits not lower than \$1,000,000 combined single limit. Seller shall be named as an Additional Insured on inspector's Commercial General Liability insurance for ongoing and completed operations on a primary and non-contributory basis.

7.1.4. The email and cell phone number of the individual inspector who will conduct the inspection.

7.1.5. A statement acknowledging the inspection will not take more than three (3) hours.

7.1.6. A statement confirming that the inspector understands they will be given three (3) business days' notice of the date and time the Home will be made available for the inspection, and should they be unable to make that date and time or miss the allotted date and time, the inspection will not be rescheduled.

7.2. Once Seller has received a request with all the above information satisfactory to Seller, Seller will notify Buyer of the date and time for the inspection with three (3) business days' notice.

7.3. Buyer agrees any inspection will take place with a representative of Seller present.

7.4. Buyer must provide Seller a full copy of the inspection report along with a separate, typewritten list of any items the Buyer would like to have the Sell address within twenty-four (24) hours of the inspection being completed. Seller will complete only those items on Buyer's list that are obligations of Seller under this Agreement.

## 8. NEW HOME ORIENTATION

8.1. Prior to Closing, Seller shall schedule and Buyer shall attend the New Home Orientation to review how to operate, care, and maintain the home and confirm the home is complete. Buyer may invite no more than one additional individual to attend the Orientation.

## 9. CLOSING DATE

9.1. Closing on the Home is anticipated to be approximately between \_\_\_\_\_ and , \_\_\_\_\_ 202\_.

9.2. Seller will notify Buyer of the date, time, and location of the Closing (the Closing Date) at least thirty (30) days prior to Closing. Failure of Buyer to complete Closing on the Closing Date, whether caused by the Buyer, Buyer's lender, appraiser, or other individual or business working on behalf of or directed by the Buyer, shall be a default by Buyer.

9.3. If Buyer does not close on the Closing Date, Seller, in its sole discretion, may agree to extend the Closing Date (the "Extended Closing Date"). As a condition of Seller extending the Closing Date, Buyer shall execute a Closing Date Extension Amendment which will require Buyer to pay to Seller a Closing Date Extension Fee of Two Hundred and Fifty Dollars (\$250) per day for each day between the Closing Date and the Extended Closing Date in a separate check made out to Seller at the time of executing the Closing Date Extension Amendment.

## 10. CLOSING ITEMS

10.1. Seller will be responsible for the following at Closing:

10.1.1. Conveying title to and delivering possession of the Home to Buyer by a Special Warranty Deed, conveying good and marketable title (insurable by a licensed title insurance company), free and clear of all encumbrances of record except easements, conditions, covenants, and restrictions existing at the time of Closing.

10.1.2. Providing a temporary or permanent Certificate of Occupancy. If a temporary Certificate of Occupancy is provided at closing, the permanent Certificate of Occupancy will be provided when issued.

10.1.3. Paying one half (1/2) of the Realty Transfer Taxes due on the purchase based on the Final Purchase Price

10.1.4. Paying the pro rata share of property taxes and Homeowner or Neighborhood Association assessments, if any.

10.1.5. Preparing the deed and any releases of mortgages, liens, or judgments against the Property (Seller will not pay for the preparation of these documents by anyone else) and paying any costs for the recording of any such releases.

10.1.6. Representing and warranting that no claims will be asserted against Buyer or the Home by any contractor, subcontractor, or supplier with whom Seller has contracted and who has provided labor or materials for construction of the Home or development of the Property. In the event that any such claims are asserted, Seller will indemnify and defend Buyer against such claims.

10.2. Buyer will be responsible for the following at Closing:

10.2.1. Paying any charges of any mortgage lender providing funds to Buyer.

10.2.2. Paying any title insurance costs or fees to insure Buyer's title (including title search, title insurance, endorsements, and any as-built or other survey).

10.2.3. Paying one half (1/2) of the Realty Transfer Taxes due on the purchase based on the Final Purchase Price

10.2.4. Paying documentation preparation fee of \$745 to Seller to partially reimburse Seller for the expenses for the preparation of closing documents.

10.2.5. Paying the pro rata share of any county, local, and school property taxes and all utility charges, including, without limitation, sewer and water charges and other public dues, taxes, and charges as of the Closing Date.

10.2.6. Transferring all utility services to the Home no later than three (3) days after the Closing.

10.2.7. Paying any and all other costs not specifically identified to be the responsibility of the Seller.

## 11. UTILITY AND SERVICE PROVIDERS

11.1. Buyer acknowledges utility and service providers, such as the post office, cable company, phone company, delivery services, and map applications, may have a delay in servicing the Home, often as a result of not updating their systems with new neighborhood information. Buyer may need to make temporary arrangements for these services after Closing at their own expense. Buyer acknowledges they must contact the post office for the assignment of their mailbox location and mailbox keys.

## 12. ADJACENT OR UNDEVELOPED LANDS | NEIGHBORHOOD BUSINESSES

12.1. Buyer acknowledges that all lands within, adjacent to, or near the Property or in the neighborhood may be developed to include any use allowed under the current laws and ordinances of the governing entities within whose jurisdiction such laws and ordinances apply.

12.2. Buyer acknowledges and agrees that information in Seller's displayed or online sales information referenced by Buyer may not be a representation of the current or future use of the adjacent or undeveloped land.

12.3. Buyer acknowledges the inclusion, details, timing of construction or location of neighborhood features (including walks and trails, mailboxes, signage, businesses, landscaping, and other recreational items) are subject to change. If the neighborhood is planned to have or has businesses in or nearby, Seller does not represent that those planned or existing businesses will be opened, stay open, or not change in use or in operation.

12.4. Seller makes no representation regarding type, size, style, location, siting, or prices of other homes that may be built in the neighborhood.

### **13. USES OTHER THAN RESIDENTIAL USE IN THE SAME BUILDING**

13.1. Buyer understands that, if the Home is included within a building that includes spaces designed and built for non-residential uses and may have other buildings that include non-residential uses nearby, uses of the non-residential spaces may include any use allowed under the then current laws and ordinances of the applicable governing entities. Tenants in the space may change and may be vacant at times. Non-residential uses may create noises, smells, light distractions, or other situations that may at times impact the Home near or above such uses and that the Buyer understands and accepts as part of living in a vibrant neighborhood that includes such uses.

13.2. Seller or Homeowner or Neighborhood Association shall not be responsible for the impacts of such circumstances on Buyer, and Buyer shall be held harmless from any impacts of non-residential uses in the same or adjacent buildings. Questions or issues arising from the use of non-residential space should be directed to the Association manager and not Seller.

### **14. RADON GAS & OTHER NATURALLY OCCURRING SUBSTANCES**

14.1. A small percentage of homes experience elevated levels of radon gas or other naturally occurring substances that escape from or are present in the ground. They can be present in any type of home regardless of how or where it is built.

14.2. Seller claims no expertise in the measurement or reduction of these substances, nor does Seller provide any advice to Buyer as to acceptable levels or possible health hazards of such substances. Buyers may test for radon gas and mitigate it after Closing.

14.3. Buyer acknowledges that this Agreement is not conditioned upon testing results for radon gas or other naturally occurring substances. Seller shall be released from any and all claims related to or arising from the presence of radon gas or other naturally occurring substances.

### **15. ACCESS FOR SITEWORK**

15.1. Seller, or its designees, shall have the right to enter onto the Property at any time after Closing to make any sitework or similar changes on the Property, including landscaping, as may be required by governmental authorities or the Neighborhood or Homeowners Association, for no additional consideration (monetary or otherwise). Seller will make a reasonable effort to restore areas disturbed under this provision to a condition similar to what existed before, with the exception of any grass areas, which will be reseeded and stabilized.

### **16. REMEDIES AND WARRANTIES**

**16.1. BUYER ACKNOWLEDGES RECEIPT OF THE CHARTER LIMITED WARRANTY AND THE NEW HOME CARE GUIDE.**

**16.2. EXCEPT AS EXPRESSLY SET FORTH IN THE CHARTER LIMITED WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT. SELLER HEREBY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE CHARTER LIMITED WARRANTY OR THIS AGREEMENT OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE, OR CONDITION OF THE PROPERTY SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE CHARTER LIMITED WARRANTY.**

**16.3. IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION; SPECIFIC PERFORMANCE; OR ANY SPECIAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL**

**DAMAGES. BUYER FURTHER AGREES THAT THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION ARE MADE ON BEHALF OF AND INURED TO THE BENEFIT OF SELLER AND ITS AFFILIATES, INCLUDING SELLER'S PARENT COMPANY, ITS PARTNERS, AND SUBSIDIARIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.**

**16.4. NEITHER THE FOREGOING PROVISIONS NOR ANY OTHER PROVISION OF THIS AGREEMENT IS INTENDED TO WAIVE OR SHALL BE CONSTRUED AS BUYER WAIVING ITS STATUTORY WARRANTY RIGHTS PURSUANT TO SECTION 5411 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT.**

## **17. DISPUTE RESOLUTION**

17.1. The Seller takes care to be clear about what Buyer should expect and works diligently to meet those expectations. In rare situations, a dispute may arise between the parties. In those situations, the parties agree that all disputes, claims, or causes of action relating to this Agreement, including the rights and obligations under this Agreement as well as the Charter Limited Warranty and the performance of the parties, shall be resolved exclusively in the following manner:

17.1.1. Upon the arising of any dispute, the parties shall initially meet in good faith at a Charter office in an effort to resolve the dispute informally as a condition to the next step.

17.1.2. If the parties are unable to resolve the dispute informally through such a meeting, the parties agree to attempt in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures as a condition to binding dispute resolution under section 17.1.3.

17.1.3. If the dispute cannot be resolved pursuant to sections 17.1.1 and 17.1.2, Buyer and Seller agree that all claims by Buyer or on behalf of Buyer and/or any residents of the Property, including minor children, against Seller or its parent company, partners, subsidiaries, affiliates, design professionals, contractors, subcontractors, or suppliers arising out of the Property, this Agreement, the Charter Limited Warranty, any other agreements, communications, or dealings involving Buyer or the construction or condition of the Property shall be resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("AAA"). Absent a mutual agreement to the contrary, the arbitration shall be conducted in accordance with its Construction Industry Arbitration Rules, which can be viewed at [www.adr.org](http://www.adr.org).

**17.2. BUYER AND SELLER HEREBY WAIVE THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING, WITHOUT LIMITATION, A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT BY BUYER PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.**

## **18. DEFAULT**

18.1. If Buyer defaults in performing any of its obligations under this Agreement, and such default continues for seven (7) days after written notice, Seller shall have the right, as its sole remedy, to terminate this Agreement and retain all sums paid to Seller or its parents, subsidiaries, or affiliates as liquidated damages and to enforce any promissory notes given by Buyer to Seller. Buyer and Seller agree that such damages are not a penalty but represent the parties' best estimate of the actual damages which Seller will sustain upon a default by Buyer, damages which are substantial but incapable of precise determination.

18.2. If Seller defaults under this Agreement and such default continues for seven (7) days after written notice, Seller's sole liability shall be the return of all sums paid on account of the purchase price and extras to Buyer, and this Agreement shall be terminated.

## **19. TIME IS OF THE ESSENCE**

19.1. Time is of the essence of all obligations of Buyer under this Agreement. Buyer will be in default if Buyer fails to timely perform any of Buyer's obligations in this Agreement.



## 20. DELAY

20.1. Seller will not be liable for delays or failure to perform Seller's obligations under this Agreement resulting from factors beyond Seller's control, including but not limited to force majeure, war, civil unrest, pandemics, asserted but not adjudicated liens on – or impairments to – title (e.g., filed Mechanic's Lien, filed lis pendens), actual or economic unavailability of labor and/or materials, site improvement work, utility services, or permits or approvals to be provided or obtained by others.

20.2. If the Home is not substantially complete within twenty-four (24) months after the date of this Agreement, Buyer may (but is not required to) terminate this Agreement, and Seller shall return all sums paid on account of the purchase price and extras to Buyer.

## 21. NOTICES

21.1. Notices will be considered given three (3) days after deposit with the US Postal Service first class mail postage prepaid, return receipt requested, or by email to the Buyer's address provided in this Agreement.

## 22. ENTIRE AGREEMENT; PARTIES BOUND

22.1. This Agreement, Addenda, and exhibits hereto, which are enumerated below, constitute the entire agreement between Seller and Buyer and supersede prior negotiations, representations, or agreements, either written or oral. There are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever concerning this transaction. Unless oral statements or promises have been reduced to writing and are included in this Agreement, they are not enforceable or binding. Buyer acknowledges that it is not relying on any oral statements or promises that are not expressly included in this Agreement. The Agreement may be amended or modified only by a written modification or amendment signed by both Buyer and Seller. No broker, agent, or salesperson has authority to make, or has made, any statement, agreement, or representation (either oral or written) in connection with this transaction modifying, amending, adding to, or changing the terms of this Agreement. No custom or prior or other dealings between the parties will contradict, add to, or modify the terms of this Agreement. This Agreement shall benefit and bind the parties hereto, their respective heirs, personal representatives, successors, and assigns. The documents comprising this Agreement are enumerated as follows:

- 22.1.1. New Home Agreement
- 22.1.2. Neighborhood Association Addendum
- 22.1.3. Stormwater Addendum
- 22.1.4. Coal Notice Addendum
- 22.1.5. Affiliated Business Arrangement Addendum
- 22.1.6. Earnest Money Deposit Addendum
- 22.1.7. Sprinkler Addendum
- 22.1.8. Caring For Your New Home Guide
- 22.1.9. Charter Limited Warranty
- 22.1.10. Home Brochure
- 22.1.11. Simply Custom Options Addendum
- 22.1.12. Base Included Features and Market Options

## 23. MISCELLANEOUS

23.1. This Agreement shall be construed and governed under the laws of the Commonwealth of Pennsylvania.

23.2. This Agreement shall not be recorded.

23.3. This Agreement shall be binding upon the respective heirs and successors of the parties.

23.4. Buyer may not transfer, sell, or assign this Agreement.

23.5. Buyer gives Seller, its successors, and assigns full permission to use, publish, and copyright any and all images or recordings of the Property and Buyer's likeness for any purpose whatsoever.

23.6. Buyer and Seller agree to do what is required to correct any minor errors necessary to consummate Closing. The terms and provisions of this section shall survive the closing and shall remain in full force and effect after the date of Closing and execution of the deed.

23.7. Any and all exhibits or endorsements signed by any one Buyer are deemed to be authorized and accepted by all signatories to the Agreement who have signed as Buyer.

**APPROVAL OF SELLER:** This Agreement will not be binding upon Seller unless executed by a President of Seller within ten (10) days of Buyer's execution of this Agreement

By signing this Agreement, the Parties intend and agree to be legally bound by its terms.

---

BUYER SIGNATURE

---

BUYER SIGNATURE

SELLER

By \_\_\_\_\_  
Neighborhood Sales Manager  
Assistant Vice President

By \_\_\_\_\_  
Market President

address

# **NEW HOME AGREEMENT ADDENDA**

## NEIGHBORHOOD ASSOCIATION ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

Buyer acknowledges that, by their availability at "www.charterhomes.com/homeowners/login" (using Username "Welcome" and Password "Neighbor"), Buyer has accessed, received, and carefully reviewed, as of the Agreement Date, the Public Offering Statement and other Property Ownership Documents for the Community in which the Property is located. The Public Offering Statement is incorporated into the Agreement by reference and is made an integral part of the Agreement. One of the documents that is part of the Public Offering Statement is the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association ("Declaration"). Pursuant to the Declaration, a Neighborhood Association governs the Neighborhood in which the Property is located.

Buyer acknowledges that the Neighborhood Association identified in the Public Offering Statement, and not Seller, is responsible for governing the Neighborhood and providing certain ongoing maintenance and services within the Neighborhood, all in accordance with the Public Offering Statement.

### PROPERTY / PLANNED COMMUNITY UNIT

Pursuant to the Declaration, the Property is described as Unit Number \_\_\_\_\_ (INSERT HOMESITE NUMBER).

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

## STORMWATER ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

The Property is part of a planned community ("Community"), which is currently being improved and developed in accordance with all laws and applicable requirements of all governmental entities having jurisdiction, pursuant to applicable Municipal, County, State, and Federal statutes, laws, ordinances, codes, rules, and regulations. The improvement, development, and occupancy of the Community is, among other requirements, subject to the provisions relating to the control of stormwater of the United States Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Pennsylvania Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*; and the provisions of 25 Pa. Code Chapter 102, Erosion and Sediment Control. Following completion of the construction of the Community, the volume, rate, and direction; treatment, detention, and retention; quality maintenance, reclamation, and restoration; absorption, drainage, and discharge of stormwater will be controlled by post-construction stormwater management best management practices ("PCSM BMPs") in accordance with one or more plans or documents, including a post-construction stormwater management plan ("PCSM Plan"), operation and maintenance plan ("O&M Plan"), operation and maintenance agreement ("O&M Agreement"), PCSM Instrument, and/or the recorded Declaration for the Community (the "PCSM Documents"). The PCSM Documents for the Community are part of the Public Offering Statement received by Buyer.

PCSM BMPs may be located, in whole or in part, on individual properties, including on the Property being purchased by Buyer. By signing below, Buyer acknowledges that Buyer has received the PCSM Documents for the Community, which include information regarding the type, location, operation, maintenance, and inspection requirements of any PCSM BMPs in the Community, including on the Property being purchased by Buyer. Buyer further acknowledges that Buyer has reviewed the PCSM Documents and understands Buyer's obligations with respect to any long-term operation, maintenance, and inspection requirements associated with the PCSM BMP(s) located on the Property, if any, as set forth in the PCSM Documents.

In the event of any conflict between the provisions of the New Home Agreement of which this Addendum is a part and this Addendum, the provisions of this Addendum shall control.

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

## COAL NOTICE ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

### COAL NOTICE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any). Unless this notice is stricken, the deed for the Property will contain this notice and will also contain, and Purchaser will sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

## AFFILIATED BUSINESS ARRANGEMENT ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

This is to give you notice that Charter has a business relationship with Regent Settlements, L.P. Specifically, affiliates of Charter hold a combined 65.5% indirect ownership interest in Regent Settlements, L.P. Because of this relationship, this referral may provide the principals and affiliates of Charter a financial or other benefit.

Set forth below is the estimated charge or range of charges by Regent Settlements, L.P. You are NOT required to use the listed provider as a condition for your purchase of the subject property. THERE ARE FREQUENTLY OTHER CLOSING SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**Regent Settlements, L.P. Fees:**

The title insurance premium rates, which includes both an owner's title insurance policy and lender's title insurance, is determined by the purchase price of your new home. If your sales price is:

1. between \$100,000 and \$500,000, the approximate cost for the owner's title insurance policy is \$1,130 for the first \$100,000 of the purchase price, plus \$6.27 for each thousand dollars of the purchase price of the home over \$100,000;
2. between \$500,000 and \$1,000,000, then the approximate cost for title insurance is \$3,640 for the first \$500,000 of the purchase price, plus \$5.02 for each thousand dollars of the purchase price of the home over \$500,000.

There is no additional charge for a simultaneously issued owners and lenders policy.

There may be some additional charges for items required by your lender that will be paid by you. Those may include:

Endorsements PA100   PA 300   PA 810-820   PA 900 (each are \$100)	\$400.00
Closing Protection Letter	\$125.00
Notarization of Documents (estimate)	\$35.00
Title Courier Fee	\$20.00
Title Electronic Document Fee	\$50.00
Comprehensive Endorsement	10% of total premium

**ACKNOWLEDGMENT**

I/we have read this disclosure form, and understand that referring party is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
BUYER SIGNATURE

---

BUYER SIGNATURE



## EARNEST MONEY DEPOSIT ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

-----STAPLE CHECK HERE-----

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

SELLER

By \_\_\_\_\_  
Neighborhood Sales Manager  
Assistant Vice President

By \_\_\_\_\_  
Market President

address

## SPRINKLER ADDENDUM

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

Buyer and Seller agree Buyer has been offered the option to have a fire sprinkler system installed inside the Home for a cost of \$9,240 and has been provided with information concerning the initial and ongoing cost of installing and equipping an automatic fire sprinkler system and materials from the Office of State Fire Commissioner concerning the possible benefits of installing an automatic sprinkler system.

Buyer has declined having a fire sprinkler system installed inside the Home.

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2017-16772

Recorded As: ERX-DEED AGREEMENT

Recorded On: June 07, 2017

Recorded At: 03:32:10 pm

Number of Pages:24

Book-VI/Pg: Bk-DE VI-16825 Pg-168

Recording Fee: \$162.00

Parties:

CHARTER HOME AT HASTINGS INC

CHARTERS BEND RETIREMENT COMMUNITY L L C

Receipt Number: 3258096

Processed By: Joanna Clark

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

---

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

A handwritten signature in black ink that reads "Jerry Tyskiewicz".

Jerry Tyskiewicz, Director  
Nick Fitzgerald, County Executive

**281650**DRE Certified 00001-0000-00  
07-Jun-2017 03:30P\Int By: S B

Prepared By and Return To:  
 Erik M. Hume, Esq.  
 McNeese Wallace & Nurick LLC  
 100 Pine Street - P.O. Box 1166  
 Harrisburg, PA 17108-1166

## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 1st day of June, 2017, effective as of June 7, 2017 (the "Effective Date"), by CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation maintaining an office at 1190 Dillerville Road, Lancaster, PA 17601 ("Declarant").

### BACKGROUND:

A. Declarant is the owner of that certain parcel or parcels of real property situate in South Fayette Township, Allegheny County, Pennsylvania, approximately 81.33 acres in area, said property being depicted on Exhibit A, attached hereto and being described in Exhibit B, attached hereto (the "Parent Tract").

B. Declarant has obtained approval from South Fayette Township for the development of a portion of the Parent Tract as a mixed use community to be known as "Hastings," the boundaries of which are depicted on Exhibit A. It is anticipated that Hastings will consist of one or more planned communities created pursuant to the Pennsylvania Uniform Planned Community Act, as amended, 68 Pa. C.S. §§5101 – 5414 (the "Act").

C. Declarant and Chartiers Bend Retirement Community LLC ("Chartiers"), have contracted for the sale of a portion of the Parent Tract to Chartiers, approximately 8.054 acres in area, for the development of a senior independent living facility thereon (hereinafter the "Resort"). The Resort is depicted on Exhibit C, attached hereto and described on Exhibit C-1, attached hereto.

D. In order to facilitate the development of the Parent Tract into Hastings and the Resort, Declarant desires to impose upon the Parent Tract certain easements, covenants and restrictions, as more particularly set forth herein.

Declarant, intending to be legally bound hereby, hereby declares that the Parent Tract shall be held, conveyed, encumbered, leased, occupied, used and improved subject to the covenants, conditions, easements and requirements set forth herein:

#### 1. Access Easement.

(a) Declarant declares, for the benefit of all portions of the Parent Tract, a non-exclusive easement on, over, across and through all permanent streets constructed on the Parent Tract, for ingress, egress and regress, until such time as such streets are dedicated to the public (the "Access Easement"). The Access Easement shall be for the non-exclusive use and benefit of Chartiers and its successors in interest with respect to ownership of the Resort ("Successors"), assigns, employees, agents, contractors, tenants, licensees, invitees and visitors.

(b) The Access Easement shall not be in effect as to any individual street until that street is complete and open for use by the residents of the Parent Tract. Until such time as the street is open to residents, no easement rights to utilize that street shall exist.

(c) This access easement shall not apply to construction vehicles for the Resort, which shall not be permitted on the permanent streets in Hastings and are limited to the construction entrances referenced in Section 5 below.

(d) On or before December 1, 2017, Declarant shall commence and complete construction of a permanent roadway in the location shown on Exhibit C attached hereto and identified as the "**Required Roadway**," which construction shall include the installation of curb cuts in the locations shown on Exhibit C, attached hereto, providing full turning access for direct vehicular ingress and egress between the Resort and the Required Roadway, but shall not include installation of the wearing course, the completion of which shall not be required until August 1, 2018, subject to requirements from South Fayette Township and force majeure. Declarant shall perform such construction in compliance with all applicable laws, ordinances and regulations, as show on the approved land development plan for the Parent Tract.

(e) Until such time as the Required Roadway and each other street on the Parent Tract is dedicated for public use and accepted by the applicable governmental authority, Declarant shall maintain the Required Roadway and each other street on the Parent Tract in good condition and repair at its sole cost and expense, except for extraordinary damage caused by Chartiers, its assignees, employees, agents and contractors.

(f) In the event Declarant fails to construct or maintain the Required Roadway as required above, then Chartiers may deliver written notice thereof to Declarant, declaring that if Declarant fails to perform its obligation within thirty (30) days after the delivery of the default notice then Chartiers may, but shall not be obligated to, cause such construction or maintenance to occur, in which event Declarant shall reimburse Chartiers for any reasonable expenses incurred by Chartiers in curing such failure together with a 15% administrative charge within ten (10) days upon receipt of written demand therefor.

(g) Except as explicitly set forth in this Declaration, no other private access rights shall exist over the streets and roads on the Parent Tract. Declarant specifically disclaims, for all future owners of portions of the Parent Tract, any common law private rights to use proposed or constructed streets and roads on the Parent Tract arising out of any plans for the Parent Tract or any portion thereof.

## 2. **Landscaping Buffer Easement.**

(a) Declarant hereby declares, for the benefit of Hastings, a non-exclusive easement, 25 feet in width, on and over that portion of the Resort depicted on Exhibit D and identified as the "**Landscaping Buffer Easement**," for the purpose of maintaining a landscaping screening buffer between the Resort and the balance of the Parent Tract.

(b) Chartiers, in connection with its initial development of the Resort, shall install the landscape screen (including any berms) as depicted on Exhibit D prior to the opening of the Resort for occupancy. Chartiers shall further maintain the Landscape Buffer Easement in a safe and sightly manner, maintaining and preserving the plantings and trees therein, which shall include

removing dead vegetation, replacing plantings and trees when necessary and otherwise taking such actions as are necessary to maintain the landscape buffer for its intended purposes.

(c) In the event Chartiers fails to install the landscaping in the Landscaping Buffer Easement, or otherwise fails to maintain the Landscaping Buffer Easement, then Declarant may deliver written notice thereof to Chartiers, declaring that if Chartiers fails to perform its obligation within thirty (30) days after the delivery of the default notice then Declarant may, but shall not be obligated to, cause such installation or maintenance to occur, in which event Chartiers shall reimburse Declarant for any reasonable expenses incurred by Declarant in curing such failure together with a 15% administrative charge within ten (10) days upon receipt of written demand therefor.

### 3. **Walking Trail Easement.**

(a) Declarant hereby declares, for the benefit of Hastings, a non-exclusive easement, approximately 8 feet in width (plus such additional area as is reasonably necessary for construction and maintenance), on, over, across and through that portion of the Resort generally depicted on Exhibit E and identified as the "**Walking Trail Easement**," for the purpose of constructing, using and maintaining an asphalt walking trail on, over, across and through the Walking Trail Easement Area (the "**Walking Trail**").

(b) Declarant, in connection with its initial development of Hastings, shall install the Walking Trail as generally depicted on Exhibit E on or before May 1, 2019.

(c) In the event Declarant fails to install or maintain the Walking Trail as required above and per Section 7(b) below, then Chartiers may deliver written notice thereof to Declarant, declaring that if Declarant fails to perform its obligation within thirty (30) days after the delivery of the default notice then Chartiers may, but shall not be obligated to, cause such installation or maintenance to occur, in which event Declarant shall reimburse Chartiers for any reasonable expenses incurred by Chartiers in curing such failure together with a 15% administrative charge within ten (10) days upon receipt of written demand therefor.

### 4. **Temporary Construction Access Easement.**

(a) Declarant hereby creates a temporary, non-exclusive easement in favor of Declarant and Hastings, on, over and through that portion of the Resort depicted on Exhibit F, attached hereto, for ingress, egress and regress of construction vehicles to and from Hastings (the "**Temporary Construction Access Easement**"). Declarant shall maintain the paved roadway within the Temporary Construction Access Easement and limit all vehicular travel to the paved roadway. The Temporary Construction Access Easement shall automatically terminate and be of no further force or effect upon the earlier to occur of (i) the date on which initial construction of the improvements in Hastings is substantially completed, or (ii) the tenth (10<sup>th</sup>) anniversary of the Effective Date. Notwithstanding anything to the contrary contained herein, the Temporary Construction Access Easement is limited to use by Declarant, its employees and contractors, and may not be used by any homeowners in Hastings or their invitees.

(b) Declarant shall not, and shall ensure that its employees and contractors do not disrupt the construction or operation of the Resort in their use of the Temporary Construction Access Easement. Declarant hereby indemnifies Chartiers from and against any and all losses, costs,

damages, liabilities, claims, fines, penalties, demands and causes of action, including without limitation reasonable attorney fees, incurred or to be incurred by Chartiers, resulting from, arising out of or in connection with the use of the Temporary Construction Access Easement by Declarant, its employees or contractors or the breach or default by Declarant of any of the provisions of this Agreement.

5. **Construction Entrances.** During construction of the Resort, Chartiers's construction vehicles shall access the Resort only via those entrances designated on Exhibit G, attached hereto. Under no circumstances shall construction vehicles for the Resort utilize other streets or entrances on the Parent Tract.

6. **Stormwater Management Easement.**

(a) Situate in Hastings is a regional stormwater basin, as is shown on Exhibit H, attached hereto (the "**Basin**"). The Basin is designed to manage up to One and 92/100 (1.92) acres of impervious surface on the Resort (the "**Resort Impervious Coverage Threshold**").

(b) Declarant shall at its sole cost install private underground stormwater drainage pipelines (the "**Conveyancing System**") in the locations shown on Exhibit H attached hereto, which Conveyancing System shall provide for the discharge of surface water runoff generated from the Resort into the Basin. On or before November 1, 2017, if any portion of the Conveyancing System is not complete, then in lieu of the incomplete portions Declarant shall have constructed swales to permit the discharge and conveyance of stormwater from the Resort into the Basin, and Declarant shall be deemed to have granted for the benefit of the Resort a temporary easement for the collection, discharge and transport of surface water runoff generated from the Resort through such swales to the Basin until such time as the Conveyancing System is completed. The construction of swales in lieu of portions of the Conveyancing System is temporary only and Declarant shall still be responsible for the completion of the Conveyancing System.

(c) Declarant hereby declares, for the benefit of the Resort, an easement for the discharge of surface water runoff generated from the Resort into the Basin, together with an easement through those underground areas in which the Conveyancing System is located for the collection, discharge and transport of surface water runoff generated from the Resort through the Conveyancing System to the Basin (the "**Stormwater Management Easement**"). All stormwater runoff from the Resort directed to the Conveyancing System will be conveyed in a manner acceptable to Declarant in its reasonable discretion. For purposes of clarity, it is understood and agreed that the Stormwater Management Easement does not bestow upon the Resort any rights to transport stormwater over the surface of the remainder of the Parent Tract.

(d) Chartiers shall be entitled to convey stormwater runoff generated by no more than the Resort Impervious Coverage Threshold.

(e) The Basin and the Conveyancing System thereto, as well as any temporary swales constructed in accordance with Section 6(b), shall be maintained by Declarant in good working order at all times, except for extraordinary damage caused by Chartiers, its assignees, employees, agents and contractors. Chartiers shall reimburse Declaration for a portion of the reasonable, out-of-pocket costs incurred by Declarant in performing such maintenance, which may include the funding of reasonable reserves for future maintenance. Chartiers shall be responsible for

Fifteen and 80/100 percent (15.80%) of such costs, which represents the percentage of the entire drainage area contributing to the Basin that will be located on the Resort.

(f) Declarant shall invoice Chartiers from time to time (but no more frequently than once every 30 days) for Chartiers's portion of the expenses as set forth in Section 6(e) above. Chartiers shall pay such invoices within 30 days of receipt. In the event such invoice is not paid within 30 days, interest shall accrue at 15% per annum or the maximum rate otherwise permitted by law, whichever is less, and if Declarant is required to bring suit to collect such assessments, Declarant shall be reimbursed for its reasonable attorneys' fees.

(g) In the event Declarant fails to install or maintain the Basin, the Conveyancing System or any temporary swales as required above, then Chartiers may deliver written notice thereof to Declarant, declaring that if Declarant fails to perform its obligation within thirty (30) days after the delivery of the default notice then Chartiers may, but shall not be obligated to, cause such installation or maintenance to occur, in which event Declarant shall reimburse Chartiers for any reasonable expenses incurred by Chartiers in curing such failure together with a 15% administrative charge within ten (10) days upon receipt of written demand therefor.

(h) So long as the Resort is connected to the Basin, Chartiers shall have partial responsibility for the long-term maintenance of the Basin and other improvements related thereto as set forth in Section 6(e) above. Chartiers agrees to execute such documents as may be necessary in order to confirm and accept such long-term maintenance responsibilities, including, without limitation, executing a notice of termination for any NPDES permits for the Parent Tract wherein Chartiers shall acknowledge its long-term maintenance responsibilities.

## 7. Recreational Easements.

(a) Declarant hereby declares, for the benefit of the Resort, a non-exclusive easement to utilize the walking trails and bicycle paths situate in Hastings, as shown on the approved land development plans for the Parent Tract (the "Recreational Trails"). Such use shall be limited to recreational purposes by residents of the Resort and their invitees, and such use shall be at their own risk.

(b) The Recreational Trails, including the Walking Trail, shall be maintained by Declarant in good condition and repair at all times, maintaining and preserving the surface thereof. Chartiers shall reimburse Declarant for a portion of the reasonable, out-of-pocket costs incurred by Declarant in performing such maintenance, which may include the funding of reasonable reserves for future maintenance. Chartiers's portion of said costs shall be determined by multiplying the costs by a fraction, the numerator of which is the acreage of the Resort and the denominator of which is the acreage of the entire Parent Tract. In no event shall Chartiers be required to reimburse Declarant for any costs incurred in connection with the initial installation or construction of the Recreational Trails or the Walking Trail.

(c) In the event Declarant fails to install the Recreational Trails as required above, then Chartiers may deliver written notice thereof to Declarant, declaring that if Declarant fails to perform its obligation within thirty (30) days after the delivery of the default notice then Chartiers may, but shall not be obligated to, cause such installation or maintenance to occur, in which event Declarant shall reimburse Chartiers for any reasonable expenses incurred by Chartiers



in curing such failure together with a 15% administrative charge within ten (10) days upon receipt of written demand therefor.

(d) Declarant shall invoice Chartiers from time to time (but no more frequently than once every 30 days) for Chartiers's portion of the expenses as set forth in Section 7(b) above. Chartiers shall pay such invoices within 30 days of receipt. In the event such invoice is not paid within 30 days, interest shall accrue at 15% per annum or the maximum rate otherwise permitted by law, whichever is less, and if Declarant is required to bring suit to collect such assessments, Declarant shall be reimbursed for its reasonable attorneys' fees.

#### 8. Plan Approval.

(a) Prior to submitting any subdivision or land development plans for the Resort, Chartiers shall submit a copy thereof for the review and approval by Declarant. Notwithstanding the foregoing, it is understood and agreed that Chartiers has submitted and Declarant has approved Chartiers's land development identified as follows: Construction Documents Bid Plans, Resort Lifestyle Communities at Hastings, prepared by the Gateway Engineers, Inc. as Project Number C-18927-0102, dated May 12, 2017, consisting of 23 sheets.

(b) Prior to commencing any construction in the Resort, Chartiers shall submit construction plans for the review and approval by Declarant.

(c) Declarant shall review any other submitted plans to confirm that the proposed improvements are architecturally and aesthetically compatible with Hastings and that the proposed use is compatible with and will not adversely affect Hastings. Declarant's approval of any other plans submitted pursuant to this Section 8 shall not be unreasonably withheld, conditioned or delayed. In the event that Declarant fails to approve or deny any plan submitted to Declarant within 30 days following submission, such plan shall be deemed to have been approved.

(d) Any material changes to plans that previously received Declarant's approval shall be resubmitted to Declarant and approved by Declarant in accordance with this Section 8; provided, however, that any de minimis changes required by any governmental or quasi-governmental authority as a condition to obtaining any permit or approval for the Resort shall not require Declarant's approval.

9. **Construction and Operational Standards.** All of Chartiers's construction activities and future operations on the Resort shall be in accordance with the standards set forth in Exhibit I, attached hereto.

10. **Restrictions on Signage.** Chartiers shall not install any signs on the Resort or within public rights of way adjacent to the Resort without the prior written consent of Declarant, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Declarant fails to approve or deny any other proposed signage submitted to Declarant within 30 days following submission, such signage shall be deemed to have been approved.

11. **Use Restriction.** Except for the Resort, no portion of the Parent Tract may be used for the operation of a senior independent living facility. As used herein, the term "senior independent living facility" means a facility offering for lease multiple residential living units targeted primarily or exclusively to persons age 55 or older. Notwithstanding the foregoing, the term "senior independent living facility" shall not include (i) any operation requiring an Assisted Living Residence

license under 55 Pa.Code Chapter 2800 as of the date hereof; (ii) any operation constituting a "personal care home" under 55 Pa.Code Chapter 2600; or (iii) a skilled nursing facility. The foregoing restriction shall be for the sole benefit of Chartiers and its Successors.

12. **Default and Remedies.** Declarant and Chartiers shall have all remedies available at law or in equity in the event of a default or violation hereunder, and any court enforcing the rights and duties granted in this Declaration shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions necessary to enforce this Declaration. Any forbearance, delay or omission in exercising its rights or remedies under this Declaration in the event of a default of any term hereof shall not impair such right or remedy or be deemed or construed to be a waiver by the non-defaulting party of such default or of any of the non-defaulting party's rights or remedies hereunder. Notwithstanding anything to the contrary set forth herein, the enforcement rights set forth in this Section 12 may only be exercised by Declarant, a homeowners association that is an assignee of Declarant in accordance with 13(b) below and Chartiers (and its Successors and assigns). The rights set forth herein shall not be enforceable by individual homeowners in the Parent Tract or residents of the Resort.

13. **Miscellaneous.**

(a) **Background.** The Background section of this Declaration is incorporated herein as if set forth in full.

(b) **Successors and Assigns.** The covenants, conditions and easements set forth in this Declaration shall be binding upon and run to the benefit of the Parent Tract and the respective owners thereof, provided, however, that rights and obligations of Declarant under this Declaration may be assigned, in whole or in part, to one or more homeowners associations or master association for all or a portion of Hastings, as well as to any Declarants purchasing all or a portion of Hastings. Once Declarant assigns its obligations hereunder to a homeowners association or master association created under the Act, Declarant shall have no further liability hereunder.

(c) **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

(d) **Construction.** The Section headings are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

(e) **Severability.** If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration. Each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(f) **Amendments.** This Declaration may be amended, modified or terminated at any time, but only by a written instrument executed by Declarant and Chartiers or their successors-in-interest and recorded in the real estate records of Allegheny County, Pennsylvania. So

long as Declarant is developing a portion of the Parent Tract, Declarant and Chartiers may amend this Declaration without the consent of any other owners in Parent Tract.

(g) **Force Majeure.** If Declarant or Chartiers shall be delayed or prevented from the performance of any act required by this Declaration by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Declarant or Chartiers, as applicable (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, no such delay shall be deemed to have commenced until the date on which the party claiming such delay delivers written notice of such delay to the other party.

(h) **Termination of Prior Declaration.** The parties hereto agree that the Declaration of Easements Covenants and Restrictions recorded in the Allegheny County Department of Real Estate at Deed Book Volume 16824, Page 118 is hereby terminated and of no further force or effect.

(i) **Notices.** Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested or nationally-recognized overnight courier service to the parties at the following addresses (or such substitute address given in writing by one party to the other party):

To Declarant: Charter Homes at Hastings, Inc.  
1190 Dillerville Road  
Lancaster, PA 17601  
Attn: Jason Grupe  
Attn: Anthony Faranda-Diedrich

With a copy to: Erik M. Hume, Esq.  
McNees Wallace & Nurick LLC  
100 Pine Street  
Harrisburg, PA 17101

To Chartiers: Chartiers Bend Retirement Community LLC  
c/o Cameron General Contractors, Inc.  
8040 Eiger Drive  
Lincoln, Nebraska 68516  
Attn: Bob Lewis

with a copy to: Dinsmore & Shohl LLP  
255 E. Fifth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attn: Charles E. Baverman III, Esq.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

WITNESS: CHARTER HOMES AT HASTINGS, INC.

Deborah S. Witwer

By: [Signature]  
Name: Jason Grube  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF LANCASTER : SS:

On this, the 1<sup>st</sup> day of June, 2017, before me, a Notary Public, the undersigned officer, personally appeared Jason Grube, who acknowledged himself/herself to be the Vice President of CHARTER HOMES AT HASTINGS, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of corporation by himself/herself as such officer.

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

Deborah S. Witwer  
Notary Public

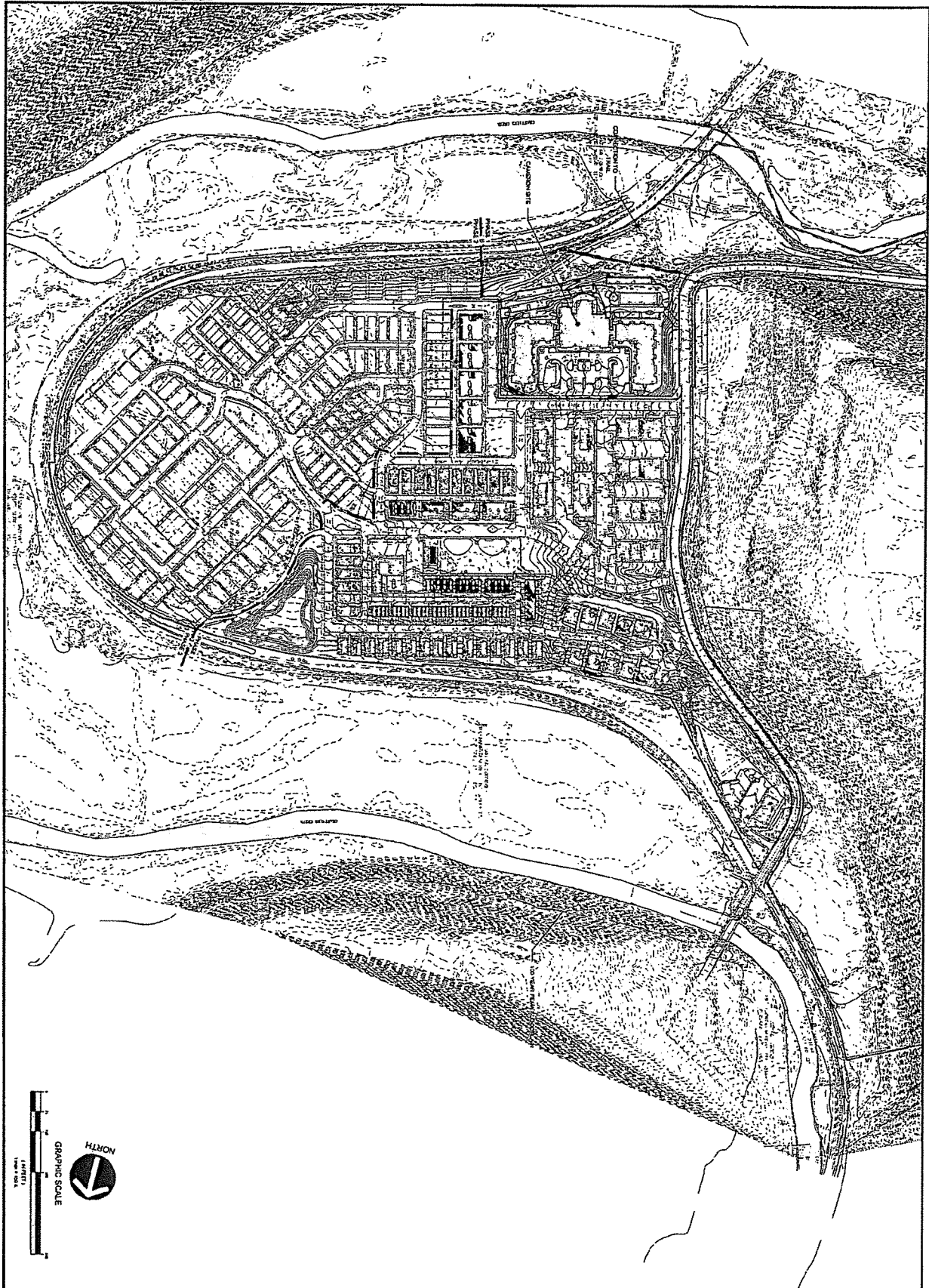
(SEAL)

My commission expires: March 5, 2021

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Deborah S. Witwer, Notary Public  
Ephrata Boro, Lancaster County  
My Commission Expires March 5, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



City of Lancaster Planning Department 2011 June 15th 4:00 PM Meeting, Charter Homes at Hastings, Overall Site Plan  
 The information is for review & comment only. Date Prepared: 06/14/11



**EXHIBIT-A**

Project Name: **HASTINGS PHASE I**  
 Address: **MAYVIEW RD., PITTSBURGH, PA 15102**  
 Prepared For: **CHARTER HOMES AT HASTINGS, INC.**  
 Address: **1190 DILLERVILLE RD., LANCASTER, PA 17601**

Overall Site Plan

**HASTINGS**

South Campus University of Pittsburgh, PA

Date	No.	REVISION RECORD
06/14/2011	01	LEGAL EXHIBIT
	02	
	03	
	04	
	05	
	06	
	07	
	08	



**GATEWAY**

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA

gatewayengineers.com 856.474.8274

C-18927-0005

April 16, 2015

EXHIBIT B

All that certain parcel of land, being Lot 1 in the Minor Subdivision of Mayview State Hospital as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 269, Page 95, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 1 in the Minor Subdivision of Mayview State Hospital as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 269, Page 95, and lands now or formerly of The Ohio Central Railroad System; thence from said point of beginning by the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of The Ohio Central Railroad System the following eighteen (18) courses and distances:

S 42° 54' 10" E a distance of 289.56 feet;

S 40° 33' 49" E a distance of 419.59 feet;

S 89° 36' 43" E a distance of 432.07 feet;

N 68° 47' 14" E a distance of 101.98 feet;

N 80° 05' 50" E a distance of 400.00 feet;

N 09° 54' 10" W a distance of 10.00 feet;

N 80° 05' 50" E a distance of 270.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 2,303.66 feet through an arc distance of 723.72 feet, also having a chord bearing of N 89° 05' 50" E and a chord distance of 720.74 feet, to a point of compound curvature;

in an southeasterly direction by a curve bearing to the right having a radius of 654.14 feet through an arc distance of 727.75 feet, also having a chord bearing of S 50° 01' 52" E and a chord distance of 690.80 feet;

S 71° 50' 27" W a distance of 20.00 feet;

in an southwesterly direction by a curve bearing to the right having a radius of 634.14 feet through an arc distance of 978.29 feet, also having a chord bearing of S 26° 02' 09" W and a chord distance of 884.12 feet;

S 72° 39' 30" W a distance of 475.41 feet;

S 71° 55' 20" W a distance of 331.44 feet;

S 69° 40' 12" W a distance of 438.03 feet;

S 53° 58' 31" W a distance of 70.04 feet;

in a southwesterly direction by a curve bearing to the left having a radius of 697.63 feet through an arc distance of 501.35 feet, also having a chord bearing of S 45° 50' 12" W and a chord distance of 490.63 feet;

S 31° 34' 51" W a distance of 141.13 feet;

S 23° 37' 50" W a distance of 58.04 feet to a point on the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Boyce Plaza Apartments, LP, also known as Parcel "A" in the Final Development Plan for Torrente at Upper St. Clair PRD Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 279, Page 160;

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**EXHIBIT B**

thence by the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Boyce Plaza Apartments, LP, also known as Parcel "A" in said Final Development Plan for Torrente at Upper St. Clair PRD Plan, the following four (4) courses and distances:

N 89° 18' 43" W a distance of 140.90 feet;

N 36° 36' 46" W a distance of 287.54 feet;

N 84° 36' 46" W a distance of 310.00 feet;

S 57° 53' 14" W a distance of 250.00 feet to a point on the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Aloe Brothers, LLC;

thence by the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of Aloe Brothers, LLC, N 42° 37' 35" W a distance of 78.00 feet to a point; thence continuing by same N 68° 07' 35" W a distance of 202.52 feet to a point on the southerly right of way line of said Mayview Road; thence by the southerly right of way line of said Mayview Road the following eighteen (18) courses and distances:

N 82° 34' 35" E a distance of 392.34 feet

N 80° 48' 25" E a distance of 335.96 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the left having a radius of 1,025.00 feet through an arc distance of 174.64 feet, also having a chord bearing of N 75° 55' 33" E and a chord distance of 174.43 feet to a point of tangency;

N 71° 02' 41" E a distance of 97.44 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the left having a radius of 130.00 feet through an arc distance of 194.34 feet, also having a chord bearing of N 28° 13' 07" E and a chord distance of 176.74 feet to a point of tangency;

N 14° 36' 27" W a distance of 317.99 feet;

S 75° 23' 33" W a distance of 8.50 feet;

N 14° 36' 27" W a distance of 215.17 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 898.50 feet through an arc distance of 168.21 feet, also having a chord bearing of N 09° 14' 39" W and a chord distance of 167.96 feet to a point of tangency;

N 03° 52' 52" W a distance of 106.37 feet to a point of curvature;

in a northwesterly direction by a curve bearing to the left having a radius of 542.50 feet through an arc distance of 231.86 feet, also having a chord bearing of N 16° 07' 29" W and a chord distance of 230.10 feet to a point of tangency;

N 28° 22' 07" W a distance of 153.00 feet to a point of curvature;

in a northwesterly direction by a curve bearing to the left having a radius of 551.50 feet through an arc distance of 215.61 feet, also having a chord bearing of N 39° 34' 07" W and a chord distance of 214.24 feet to a point of tangency;

N 50° 46' 08" W a distance of 457.91 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 165.58 feet through an arc distance of 163.24 feet, also having a chord bearing of N 22° 31' 44" W and a chord distance of 156.71 feet to a point of compound curvature;



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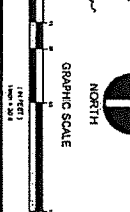
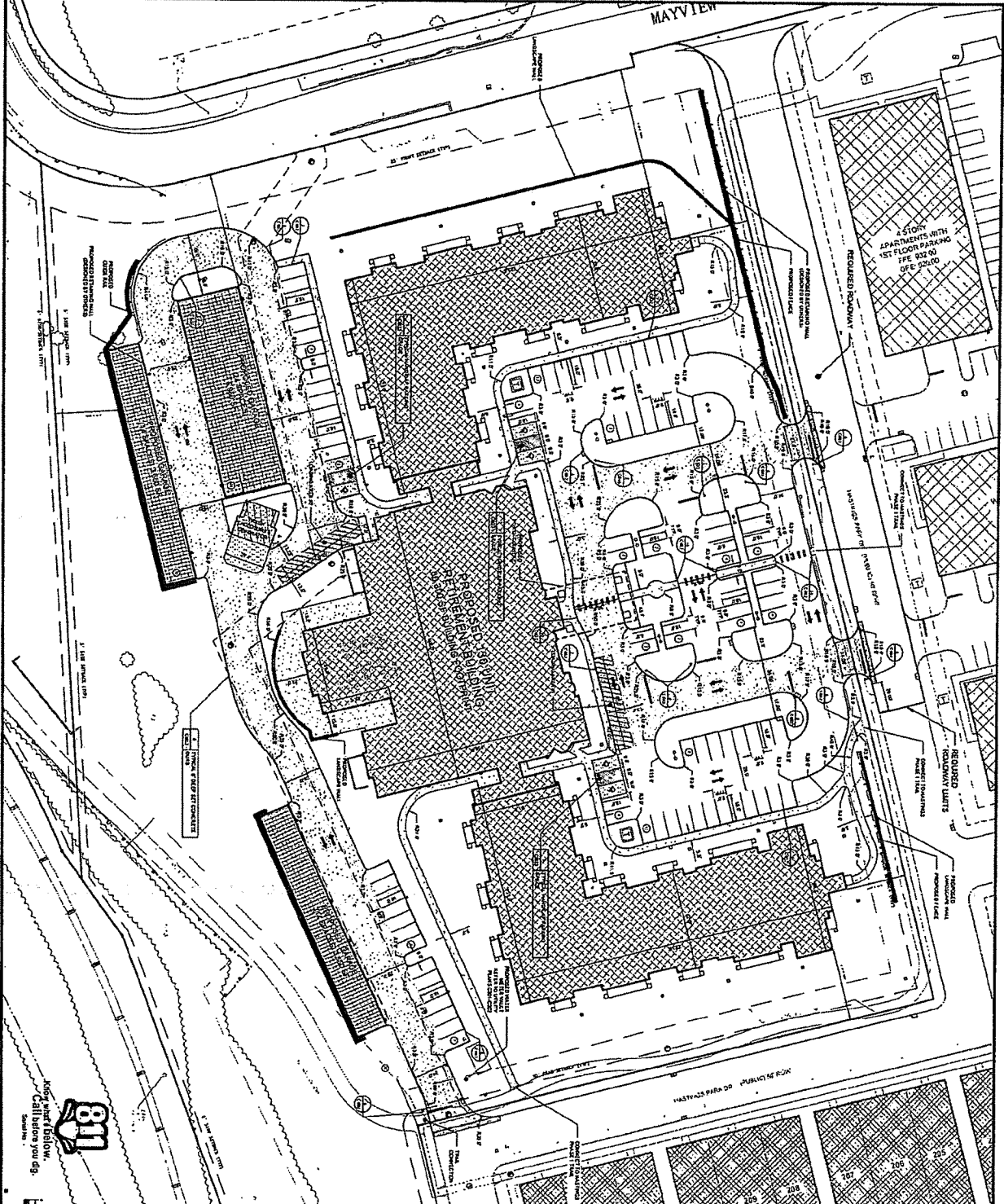
**EXHIBIT B**

in a northerly direction by a curve bearing to the right having a radius of 277.76 feet through an arc distance of 48.96 feet, also having a chord bearing of N 10° 45' 52" E and a chord distance of 48.90 feet to a point of tangency;  
N 15° 48' 52" E a distance of 104.43 feet;  
N 16° 47' 48" E a distance of 76.15 feet to point on the line dividing Lot 1 in said Minor Subdivision of Mayview State Hospital and lands now or formerly of said The Ohio Central Railroad System, at the point of beginning.

Containing an area of 3,542,788 square feet or 81.331 acres.

G:\Projects\18000\18927 Mayview\0104 RLC Closing Documents\Docs\Survey\Total Plan Description.docx

Plot & Proposed Plan for 1180 Dillerville Rd, Lancaster, PA 17601  
 Prepared by: J. J. Smith, P.E. & Associates, Inc.  
 Date: 04/22/2017



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**SITE PLAN NOTES:**  
 1. THE SITE PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL AUTHORITY.  
 2. THE LOCAL AUTHORITY SHALL BE CONSULTED FOR ALL NECESSARY PERMITS AND REGULATIONS.  
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS.  
 4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS.  
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 7. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS.  
 8. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS.  
 9. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS.  
 10. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS.

NO.	DATE	DESCRIPTION
1	04/22/2017	PRELIMINARY SITE PLAN
2	04/22/2017	REVISIONS TO PRELIMINARY SITE PLAN
3	04/22/2017	FINAL SITE PLAN

NO.	DATE	DESCRIPTION
1	04/22/2017	PRELIMINARY SITE PLAN
2	04/22/2017	REVISIONS TO PRELIMINARY SITE PLAN
3	04/22/2017	FINAL SITE PLAN

**HASTINGS PHASE**  
 MAYVIEW RD.  
 PITTSBURGH, PA 15102  
 PREPARED FOR:  
 CHARTER HOMES AT HASTINGS, INC.  
 1180 DILLERVILLE RD.  
 LANCASTER, PA 17601

NO.	DATE	DESCRIPTION
1	04/22/2017	PRELIMINARY SITE PLAN
2	04/22/2017	REVISIONS TO PRELIMINARY SITE PLAN
3	04/22/2017	FINAL SITE PLAN

**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gatewayengineers.com 655-434-2200

**EXHIBIT C**

**EXHIBIT C-1**

All that certain parcel of land, being Lot 219 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume ~~242~~ Page ~~157~~, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Mayview Road, State Route No. 3005, variable width, at the line dividing Lot 219 and Lot 220 in the Charter Homes at Hastings Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume ~~242~~, Page ~~157~~ thence from said point of beginning, along the easterly right of way line of Mayview Road, State Route No. 3005, variable width and Lot 219 in said Charter Homes at Hastings Plan the following four (4) courses and distances:

in a northerly direction by a curve bearing to the left having a radius of 130.00 feet through an arc distance of 99.83 feet, also having a chord bearing of N 07° 23' 31" E and a chord distance of 97.40 feet, to a point of tangency;

N 14° 36' 27" W a distance of 317.99 feet;

S 75° 23' 33" W a distance of 8.50 feet;

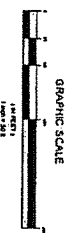
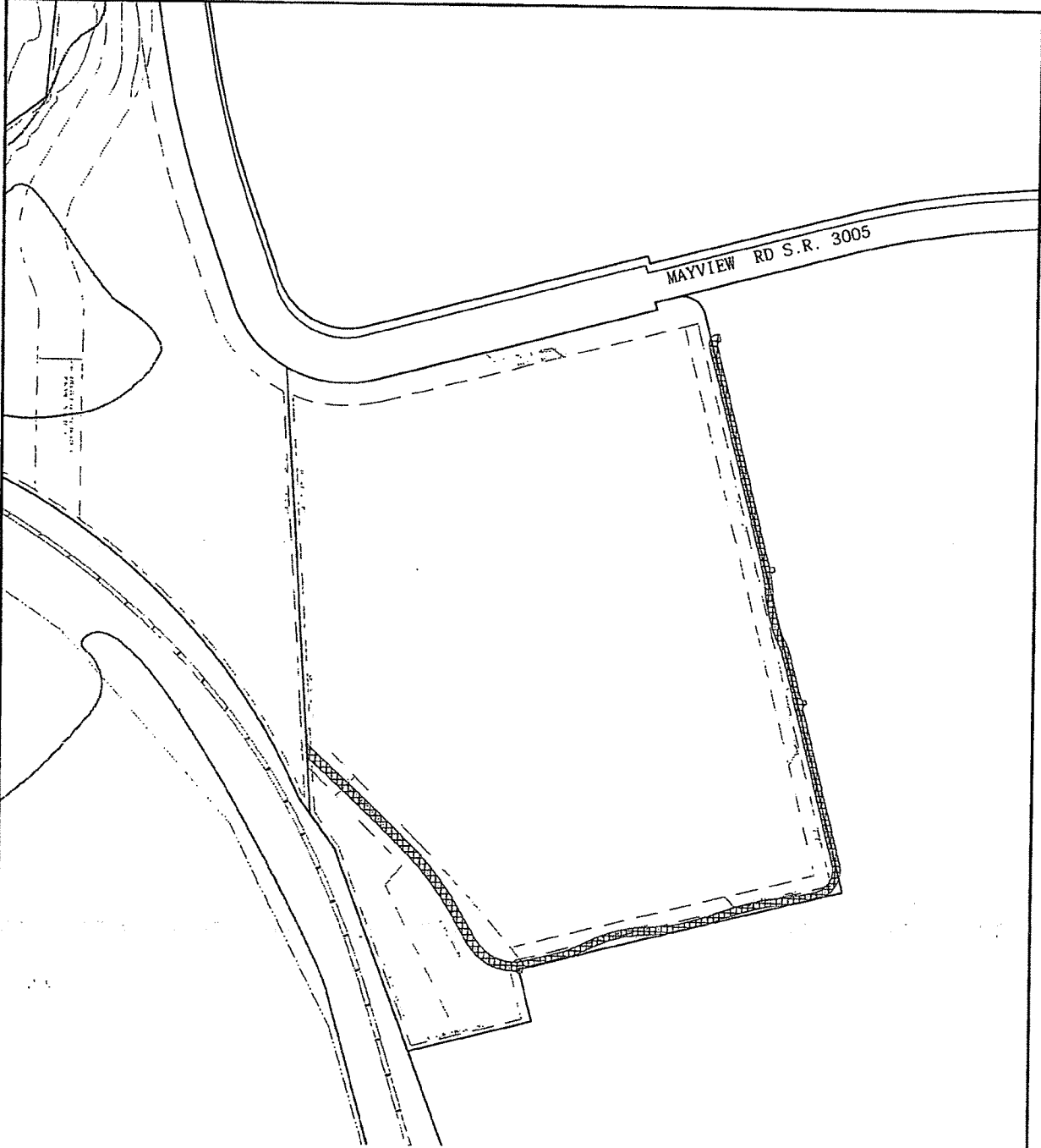
N 14° 36' 27" W a distance of 25.10 feet to a point of curvature;

thence by the line of Lot 219 in said Charter Homes at Hastings Plan and the southerly right of way line of Hastings Park Drive, 50 feet wide, in an easterly direction by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 39.54 feet to a point of tangency; thence continuing by the line of Lot 219 and the southerly right of way line of said Hastings Park Drive N 76° 00' 00" E a distance of 650.60 feet to a point on the westerly right of way line of said Hastings Park Drive; thence continuing by the line of Lot 219 and the westerly right of way line of said Hastings Park Drive S 14° 00' 00" E a distance of 365.00 feet to a point on the southerly right of way line of said Hastings Park Drive; thence continuing by the line of Lot 219 and the southerly right of way line of said Hastings Park Drive N 76° 00' 00" E a distance of 60.00 feet to a point on the line dividing Lot 219 and Parcel A in said Charter Homes at Hastings Plan; thence by the line dividing Lot 219 and Parcel A in said Charter Homes at Hastings Plan S 14° 00' 00" E a distance of 139.63 feet to a point on the line dividing Lot 219 and lands now or formerly of Pittsburgh and Ohio Central Railroad Company; thence along the line Lot 219 in said Charter Homes at Hastings Plan and lands now or formerly of said Pittsburgh and Ohio Central Railroad Company S 69° 40' 12" W a distance of 235.98 feet; thence continuing by same S 53° 58' 31" W a distance of 46.72 feet to a point on the line dividing Lot 219 and Lot 220 in said Charter Homes at Hastings Plan; thence by the line dividing Lot 219 and Lot 220 in said Charter Homes at Hastings Plan S 86° 30' 25" W a distance of 489.35 feet to a point on said easterly right of way line of Mayview Road at the point of beginning.

Containing an area of 350,845 square feet or 8.054 acres.



Plan & Proposed Project (SHEET) APPROVED: Peter (D) 03/20/17 and James (D) 04/11/17, Walking Trail Easement and  
 The Gateway Engineers, Inc. See Date: 03/20/17 1:25 AM



Know what's below.  
 Call before you dig.  
 811  
 Service



**EXHIBIT E**  
 Project Number: CHARTER/2017-001  
 Drawing Title: WALKING TRAIL EASEMENT  
 Drawing Number: 17-001-001  
 Checked By: [Signature]  
 Project Manager: [Signature]

**HASTINGS PHASE I**  
 MAYVIEW RD.  
 PITTSBURGH, PA 15102  
 PREPARED FOR:  
 CHARTER HOMES AT HASTINGS, INC.  
 1180 DALLERVILLE RD.  
 LANCASTER, PA 17601

DATE	NO.	REVISION
04/20/2017	01	LEGAL EXHIBITS
-	02	
-	03	
-	04	
-	05	
-	06	
-	07	
-	08	

DATE	NO.	REVISION
04/20/2017	01	LEGAL EXHIBITS
-	02	
-	03	
-	04	
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-	06	
-	07	
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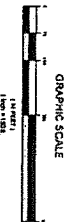
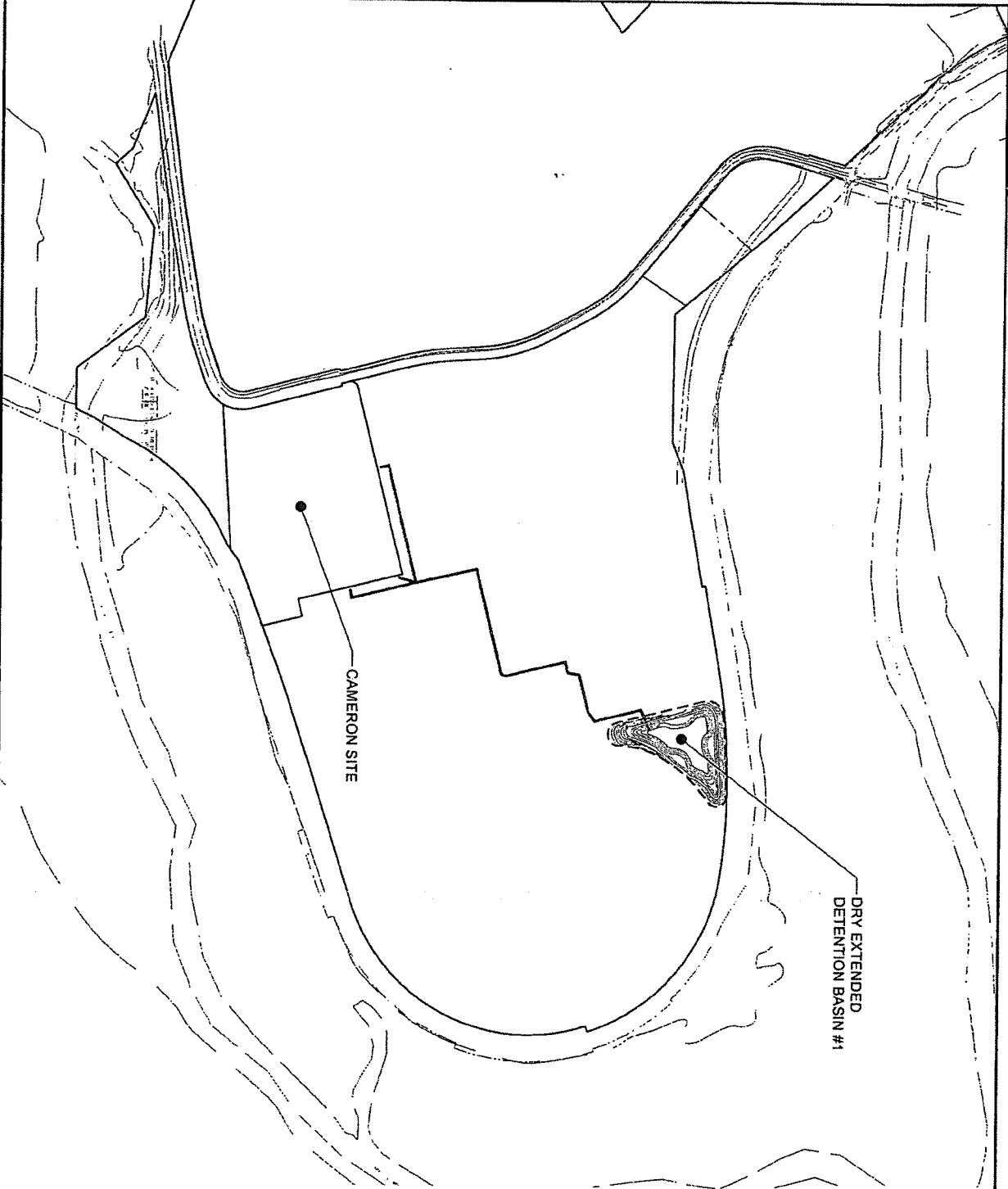


**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 812-431-6200





Plot & Printout (P:\Projects\2013\1717 - Hastings Phase I\DWG\2013\1717 - Hastings Phase I.dwg) 1/11/2013 10:58:52 AM  
 Plot Device: HP DesignJet T1100 e-plotter (P:\Drivers\HP DesignJet T1100 e-plotter) 1/11/2013 10:58:52 AM



Know what's below.  
 Call before you dig.  
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LEGEND  
 PROPOSED CONSTRUCTION  
 EXISTING

**EXHIBIT H**  
 Project Name: 1717 - Hastings Phase I  
 Project Number: 1717-001  
 Drawing Title: 1717-001-01-01  
 Date: 1/11/2013  
 Author: [Name]  
 Checker: [Name]  
 Plot Date: 1/11/2013  
 Plot Time: 10:58:52 AM

**HASTINGS PHASE I**  
 MAYVIEW RD.  
 PITTSBURGH, PA 15102  
 PREPARED FOR:  
 CHARTER HOMES AT HASTINGS, INC.  
 1180 DILLERVILLE RD.  
 LANCASTER, PA 17601

Date	By	Revision
1/11/2013	[Name]	1 - LEGAL EXHIBIT

REVISION RECORD	
Date	By
1/11/2013	[Name]



**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gatewayengineers.com 855-634-2254



December 30, 2016

**EXHIBIT I****CONSTRUCTION AND OPERATIONS STANDARDS**

Project Name: Hastings  
Property: 8.06 (+/-) acre parcel along Mayview Road  
Owner: Chartiers Bend Retirement Community LLC  
Charter: Charter Homes at Hastings, Inc.

1. Owner and its contractors shall comply with all regulations from authorities having jurisdiction at all times. The appropriate permits shall be acquired by the Owner and its contractors prior to the commencement of any work at the Property. Copies of applicable permits shall be made available to Charter within seven (7) days of Charter's request.
2. All work shall occur on the Property. Neither Owner nor its contractors are permitted to access other areas of the project without Charter's prior written approval.
3. All contractors shall be OSHA compliant.
4. All contractors shall carry the following insurance with the limits set forth below:
  - a. Workers' Compensation Insurance - Contractor shall maintain workers' compensation and employer's liability insurance in order to provide limits of coverage and terms not less than:
    - i. \$100,000 Each Accident - Bodily Injury by Accident
    - ii. \$500,000 Policy Limit - Bodily Injury by Disease
    - iii. \$100,000 Each Employee - Bodily Injury by Disease
  - b. Commercial General Liability Insurance - Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance in order to provide a combined limit of coverage and terms not less than:
    - i. \$1,000,000 Each Occurrence
    - ii. \$2,000,000 General Aggregate
    - iii. \$2,000,000 Products / Completed Operations Aggregate
    - iv. \$1,000,000 Personal and Advertising Injury
    - v. Aggregate limits shall apply per project/location
    - vi. Charter Homes at Hastings, Inc. shall be included as an Additional Insured under the CGL.
  - c. Commercial Automobile Insurance - Contractor shall maintain commercial auto (CA) and, if necessary commercial umbrella insurance in order to provide a combined limit of coverage and terms not less than:

December 30, 2016

- i. \$1,000,000 Each Occurrence Combined Single Limit Bodily Injury and Property Damage
  - ii. Such insurance shall cover liability arising out of any automobile (including owned, hired, borrowed and non-owned autos)
5. Prior to entering the Property, Owner shall provide Charter with a certificate of insurance from each contractor evidencing the insurance coverage specified in Paragraph 4 above.
6. Owner shall notify Charter no less than fourteen (14) days in advance of any work commencing at the Property.
7. All work shall be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM. Consideration shall be given to minimize unnecessary noise and disruption to existing residents, businesses, and Charter's construction activities occurring elsewhere at the project during these hours.
8. No blasting shall occur without Charter's prior approval.
9. Contractors shall access the Property only via construction entrances approved by Charter. No construction traffic is permitted through the neighborhood.
10. All construction materials shall be stored at a designated location on the Property approved by Charter and screened from view. All fencing at the Property shall be subject to Charter's prior approval.
11. All construction equipment and vehicles shall be parked at the end of each workday at a designated location on the Property approved by Charter and screened from view.
12. During construction:
  - a. Signage is not permitted.
  - b. Radios are not permitted on the Property.
  - c. Smoking on the Property is not permitted.
  - d. The Property shall be kept in an orderly and clean condition, free of rubbish and construction debris.



60 2021 00036523

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

NOV 22 2021

Instrument Number: 2021-36523

BK-DE VL-18656 PG-511

Recorded On: October 25, 2021

As-Deed Agreement

Parties: CHARTER HOMES AT HASTINGS INC

To CHARTER HOMES AT HASTINGS INC

# of Pages: 6

Comment: DECL RESTRICT

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	181.75
	0
	0
Total:	181.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 10-25-2021 / Angela Gans

CONDO DECLARATION

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: 2021-36523  
 Receipt Number: 4023561  
 Recorded Date/Time: October 25, 2021 01:19:04P  
 Book-Vol/Pg: BK-DE VL-18656 PG-511  
 User / Station: J Clark - CASH 06

CHICAGO TITLE INSURANCE CO  
 WILL CALL  
 PITTSBURGH PA 15219



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Director  
 Rich Fitzgerald, County Executive

DECLARATION OF USE RESTRICTION

THIS DECLARATION OF USE RESTRICTION (this "**Declaration**"), made as of October 21, 2021, by **CHARTER HOMES AT HASTINGS, INC.**, a Pennsylvania corporation, having an address at 322 Archer Street, Lancaster, PA 17603 (herein ("**Declarant**").

W I T N E S S E T H:

WHEREAS, reference is made to those certain Non-Residential Units (as defined in the Declaration) owned by Declarant from time to time within the community known as "Hastings, A Planned Community" as described in the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Hastings, A Planned Community, dated February 27, 2018 and recorded on March 22, 2018 in the Allegheny County Department Of Real Estate (the "**Recorder's Office**") at Book DE, Volume 17148, Page 1 (as amended from time to time, the "**Declaration**") and further described in the Declaration's Plats and Plans, as amended from time to time (each a "**Development Parcel**" and collectively, the "**Development Parcels**");

WHEREAS, Declarant is also the owner of a certain parcel of land located in South Fayette Township, Allegheny County, Pennsylvania, known as Lot 180-RR in the Charter Homes at Hastings Plan Revision No. 1 to 179-R and 180-R, as more fully described on Exhibit "A" attached hereto and made a part hereof (the "**Benefitted Property**"), which is intended to be sold by Declarant to GAC Hastings, LLC, a Pennsylvania limited liability company ("**GAC**");

WHEREAS, in connection with the sale of the Benefitted Property to GAC, Declarant intends to burden and encumber the Development Parcels with the Restriction (as defined below) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants herein contained and for other good and valuable consideration and intending to be legally bound hereby, Declarant declares as follows:

1. Incorporation. The foregoing recitals are hereby incorporated by this reference.

2. Use Restriction. Declarant covenants and agrees that the Development Parcels shall not in whole, or in part, be used at any time as a Veterinarian Animal Clinic (the "**Restriction**"). As used herein, "**Veterinarian Animal Clinic**" shall mean a business which derives more than three percent (3%) of its gross sales from veterinarian or related animal services including, but not limited to, medical procedures, animal health procedures related to dermatology, oncology, hematology, ophthalmology, and dental; physical therapy and rehabilitation; grooming; pet boarding or daycare; retail sales of pet related items, pet photography, pet walking or training.

Notwithstanding the foregoing, in the event that at any time an owner or leasehold owner of a Development Parcel desires to request a waiver of such Restriction, only the owner of the Benefitted Property shall have the right to consent or not consent, in its sole, unilateral but reasonable discretion, to the request for a waiver of the Restriction as to such Development

2021-10-21 12:59 PM  
DIRE. CERT. FILED  
BY: ANSEL GONS

Parcel. Any such consent must be in writing to be effective and the consent of no other person or entity (including Declarant or any owner or occupant of a Development Parcel) shall be required.

3. Remedies. In the event of a breach by Declarant or any subsequent owner or leasehold owner of the Development Parcels (such breaching party hereinafter referred to as a “**Breaching Owner**”), of the terms of this Declaration, the owner of the Benefitted Property shall be entitled, if it shall so elect, to institute legal proceedings against the Breaching Owner to obtain damages for any such breach, or to enforce the specific performance of this Declaration by the Breaching Owner and to enjoin the Breaching Owner from any further violation of this Declaration and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. Declarant, and any subsequent owner or leasehold owner of any Development Parcel, acknowledges, however, that the remedies at law for any breach by itself of the provisions of this Declaration may be inadequate and that the owner of the Benefitted Property shall be entitled to seek injunctive relief or any other equitable remedies against the Breaching Owner in the event of any breach. Should it become necessary for the owner of the Benefitted Property to file suit against the Breaching Owner to enforce the covenants contained herein, the prevailing party shall be entitled to recover, in addition to all other damages provided for herein, the costs incurred in prosecuting said suit, including reasonable attorneys’ fees.

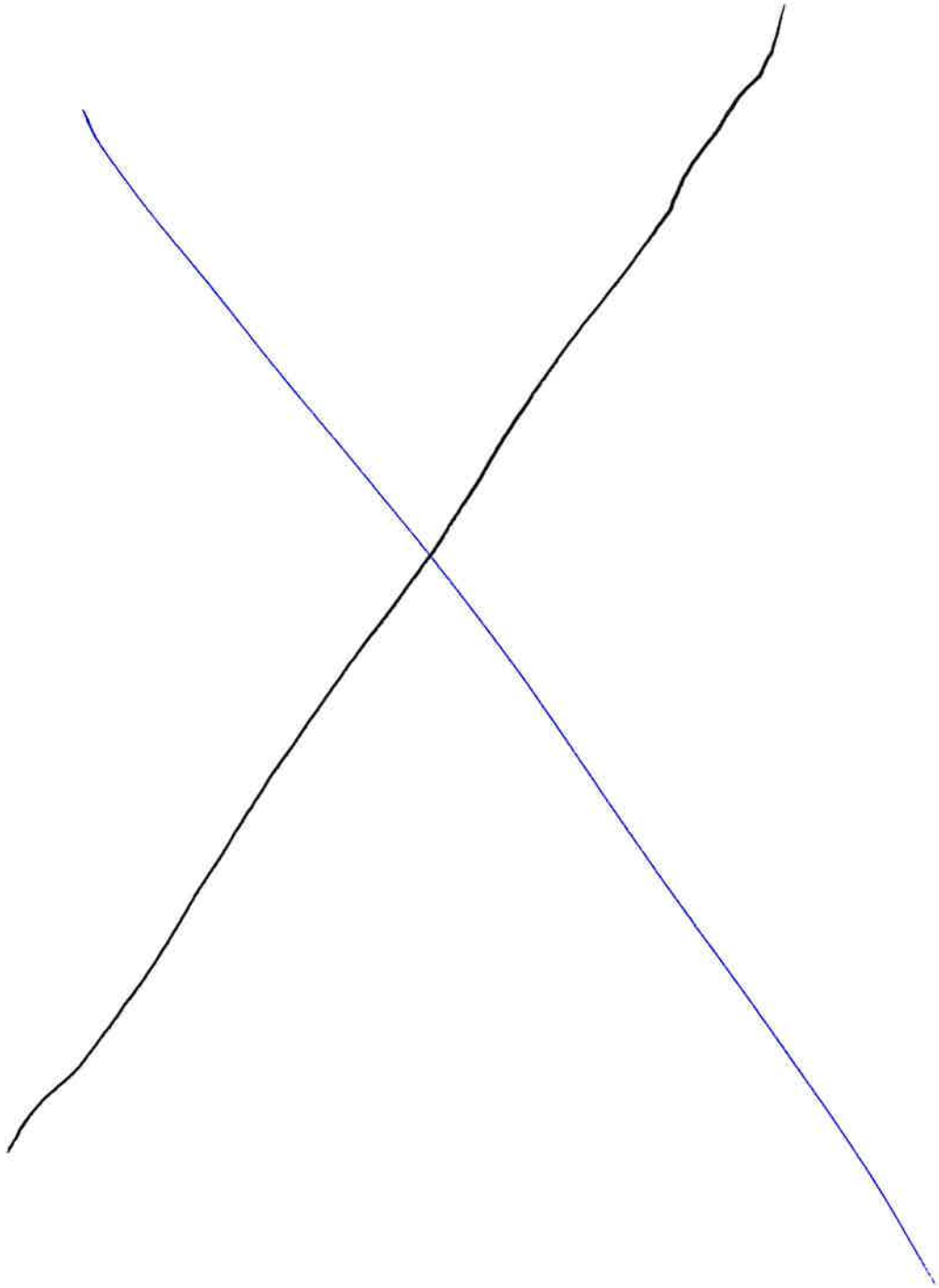
4. Covenants to Run with Land. All of the covenants contained or granted in this Declaration, whether of an affirmative or negative nature, shall burden the Development Parcels, and solely benefit the Benefitted Property until GAC or any successor to the Benefitted Property shall cease continuously operating the Benefitted Property as a Veterinarian Animal clinic for a continuous period of twenty-four (24) months and shall constitute covenants running with land, and all of the terms herein shall be binding upon, and shall inure to the benefit of, any successors, heirs and assigns of the parties hereto. Upon expiration of the Restriction as provided herein, GAC or any successor to the Benefitted Property, shall execute any documentation reasonably requested by Declarant or any subsequent owner of the Development Parcels, or any portion thereof, evidencing termination of the Restriction (the “**Termination of Declaration**”) which Termination of Declaration may be recorded against the properties with the Recorder’s Office.

5. Miscellaneous. This Declaration may be amended only by a writing signed by the owner of the Benefitted Property. Declarant represents and warrants that it is authorized to enter into this Declaration and that no consents or approvals (including, without limitation, from any mortgagee) beyond those affixed hereto are required in connection herewith.

6. Severability. Declarant agrees that in the event any court of competent jurisdiction determines that a specified time period or any other restrictive aspect of this Declaration is unreasonable, arbitrary, or against public policy, a lesser time period or other restrictive aspect which is determined to be reasonable, non-arbitrary, and not against public policy may be enforced against the Development Parcels. Such modification shall not impair or render unenforceable the remainder of this Declaration.

7. Governing Law. This Declaration shall be governed in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature Page To Declaration Of Use Restriction]





## EXHIBIT "A"

### LEGAL DESCRIPTION OF BENEFITTED PROPERTY

All that certain parcel of land, being Lot 180-RR in the Charter Homes at Hastings Plan Revision No. 1 to 179-R and 180-R as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 310, Page 63, situate in South Fayette Township, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the northerly right of Way line of Hastings Crescent Street, variable width, at the line dividing Lot 180-RR and Lot 179-RR in the Charter Homes at Hastings Plan Revision to 179-R and 180-R as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 310, Page 63; thence from said point of beginning by the line dividing Lot 180-RR and 179-RR in said Charter Homes at Hastings Plan Revision to 179-R and 180-R the following four (4) courses and distances:

N 14° 00' 00" W a distance of 126.50 feet to a point of curvature;

in a southwesterly direction by a curve bearing to the left having a radius of 5.50 feet through an arc distance of 8.64 feet to a point of tangency;

S 76° 00' 00" W a distance of 15.21 feet;

N 14° 00' 00" W a distance of 83.00 feet to a point on the southerly right of way line of Thurmont Alley, 20.00 feet wide;

thence by the southerly right of way line of Thurmont Alley N 76° 00' 00" E a distance of 189.99 feet to a point on the westerly right of way line of Richard Alley, 20.00 feet wide; thence by the westerly right of way line of Richard Alley S 14° 00' 00" E a distance of 215.00 feet to a point on the northerly right of way line of said Hastings Crescent Street; thence by the northerly right of way line of said Hastings Crescent Street S 76° 00' 00" W a distance of 169.28 feet to a point on the line dividing Lot 180-RR and Lot 179-RR in said Charter Homes at Hastings Plan Revision to 179-R and 180-R, at the point of beginning.

Containing an area of 38,121 square feet or 0.875 acre.



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

\*\*\*\* Electronically Filed Document \*\*\*\*

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

Document Number: 2017-16609  
Recorded As: ERX-DEED AGREEMENT  
Recorded On: June 07, 2017  
Recorded At: 08:25:33 am  
Number of Pages: 11  
Book-VI/Pg: Bk-DE VI-16823 Pg-383  
Recording Fee: \$162.00  
Parties:  
    CHARTER HOMES AT HASTINGS INC  
    CHARTER HOMES AT HASTINGS INC  
Receipt Number: 3257440  
Processed By: Theresa Greil

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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



Jerry Tyskiewicz, Director  
Nick Fitzgerald, County Executive

281493<sup>1</sup>Tax Parcel No. ~~DRE Certified~~ 0001-0000-00  
06-Jun-2017 04:04P Int By: SB

**INSTRUMENT FOR THE DECLARATION OF  
RESTRICTIONS AND COVENANTS**

This Instrument for the Declaration of Restrictions and Covenants ("Instrument") is being made as of this 1st day of June, 2017 by Charter Homes at Hastings, Inc., a Pennsylvania corporation ("Charter") having an address of 1190 Dillerville Road, Lancaster, PA 17601.

**WITNESSETH:**

WHEREAS, Charter is the owner of certain land situate in South Fayette Township, Allegheny County, Pennsylvania (the "Property"), more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book Volume 16821, Page 474;

WHEREAS, as required by the Pennsylvania Department of Environmental Protection (the "Department"), Charter has agreed to provide this Instrument to protect the Property;

WHEREAS, the Property is included within the boundary of a General National Pollution Discharge Elimination System (NPDES) Permit for Discharges of Stormwater Associated with Construction Activities (Permit No. PAC-02-0032) (the "Permit") which identifies certain Post Construction Stormwater Management Best Management Practices ("PCSM BMPs") located on the Property;

WHEREAS, Charter Homes & Neighborhoods, an affiliate of Charter, is identified as the permittee on the Permit;

WHEREAS, Charter has received approval of the Post Construction Stormwater Management Plan for the Property attached hereto and incorporated herein as **Appendix A** (as may be further amended, modified or supplemented from time to time, the "PCSM Plan"), which PCSM Plan identifies and describes the PCSM BMPs for the Property and the applicable operation and maintenance activities necessary for the PCSM BMPs;

WHEREAS, pursuant to the applicable governmental requirements, Charter, its successors and assigns, shall be responsible for implementation of the approved PCSM Plan for the PCSM BMPs located on the Property as described therein; and

WHEREAS, Charter, for itself, its successors and assigns, has agreed to provide for necessary access to the Property, to applicable parties, related to long-term operation and maintenance of the PCSM BMPs.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Instrument, and other good and valuable consideration, receipt of which is hereby acknowledged, Charter files this Instrument:

1. Purpose. The purpose of this Instrument is to provide notice and to ensure the operation and maintenance, and necessary access for operation and maintenance, of the PCSM BMPs on the Property and to prevent the use or development of the Property in any manner that may impair or conflict with the operation and maintenance of the PCSM BMPs. Per 25 Pa. Code §102.8(m)(2), this Instrument identifies the PCSM BMP(s), provides for the necessary access related to long-term operation and maintenance of the PCSM BMP(s) and provides notice that the responsibility for long-term operation and maintenance of the PCSM BMP(s) is a covenant that runs with the land that is binding upon and enforceable by subsequent owners of the Property or any portion thereof.

2. Declaration of Restrictions and Covenants. Charter hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to this Instrument which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees.

3. Perpetual Duration. The provisions of this Instrument shall be deemed to be covenants running with and binding the land comprising the Property, and shall continue in perpetuity.

4. Reserved Rights. Charter reserves unto itself and its successors and assigns all rights accruing from its ownership of the Property or any portion thereof, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of this Instrument.

5. Subsequent Transfers. Upon valid sale or transfer of Charter's ownership interest in the Property or any portion thereof to a successor or assign, Charter shall be released from any responsibility for any violation of the terms of this Instrument caused by Charter's successors or assigns or any third party which occurs subsequent to such sale or transfer. Failure of Charter to perform any act required by this Instrument shall not impair the validity of this Instrument or limit its enforceability in any way.

6. Recordation. Charter shall record this Instrument in the Allegheny County Department of Real Estate. Charter shall pay all recording costs necessary to record this Instrument in the public records.

7. Notices. All notices, consents, approvals or other communications required under the provisions of this Instrument shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

8. Access Provisions. The party or parties responsible for the implementation of the PCSM Plan may enter the Property upon reasonable notice, in a reasonable manner and at reasonable times for purposes of implementation thereof.

9. Miscellaneous Provisions.

(a) Severability. If any provision of this Instrument or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this

Instrument and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

(b) Amendment. This Instrument shall not be amended, terminated or in any way modified by Charter without the express prior written approval of the Commonwealth of Pennsylvania Department of Environmental Protection ("Department"). After receiving approval from the Department, Charter shall record any such amendment, termination or modification of this Instrument as described in Paragraph 6, above.

(c) Controlling Law. The interpretation and performance of this Instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

(d) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon construction or interpretation.

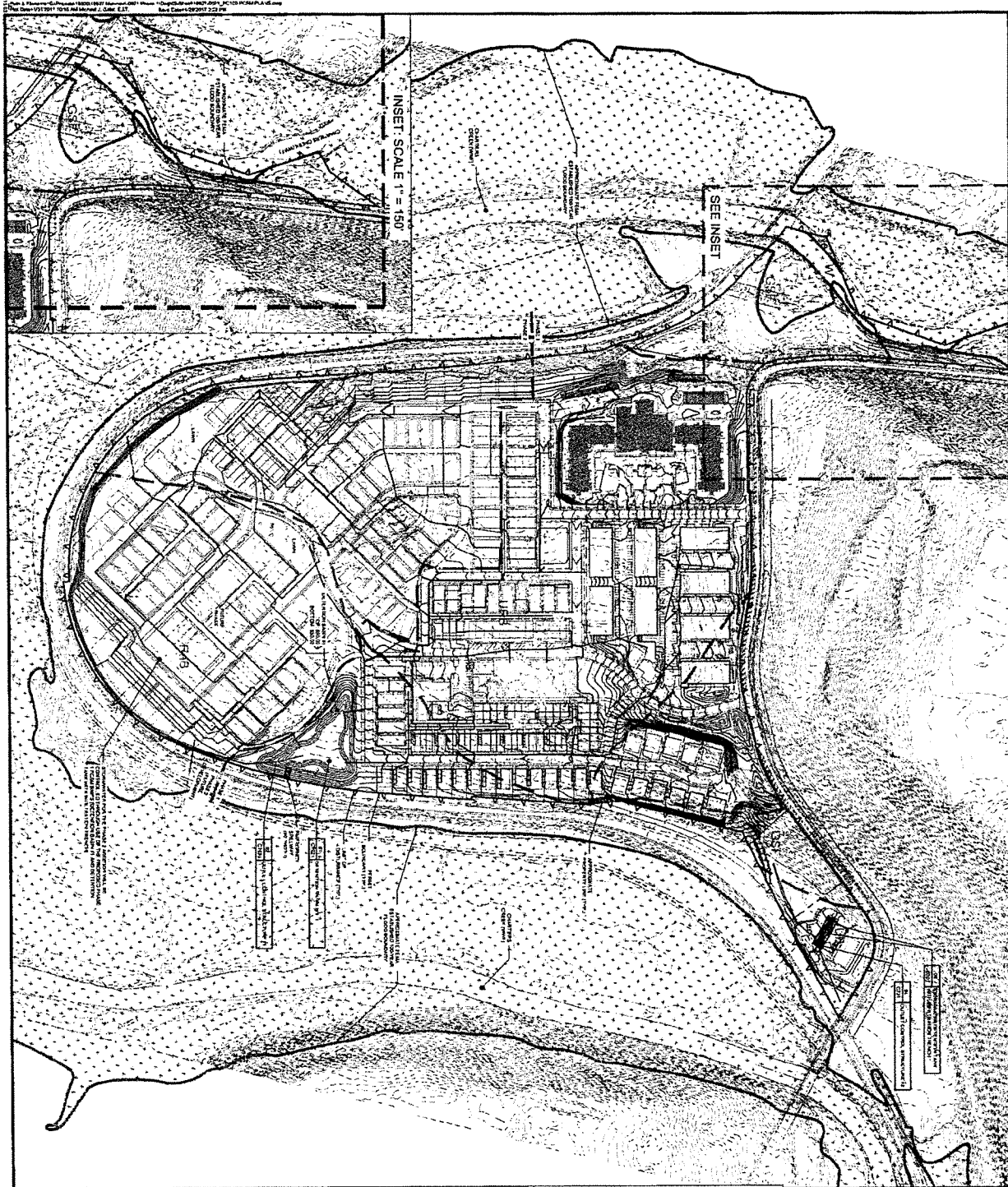
(e) Rights of the Department. The rights of the Department shall be preserved under the laws of the Commonwealth of Pennsylvania, and include, but not be limited to, the following:

- (i) To identify, to preserve and to protect in perpetuity the PCSM BMPs in a manner consistent with the PCSM Plan.
- (ii) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Instrument.
- (iii) To proceed at law or in equity to enforce the provisions of this Instrument, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.
- (iv) To approve or disapprove a request for an amendment submitted under Paragraph 9(b), above.

[Signature Page Follows]



**Appendix A**  
[Insert PCSM Plan]



Know what's below. Call before you dig.

811

GRAPHIC SCALE

1" = 100'

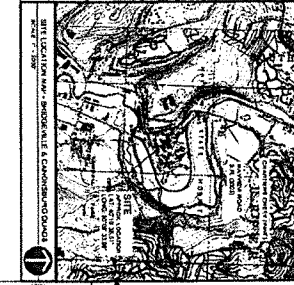
NORTH

PCSA LEGEND

1	EXISTING BUILDING FOOTPRINT
2	EXISTING DRIVEWAY
3	EXISTING DRIVEWAY
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99	EXISTING DRIVEWAY
100	EXISTING DRIVEWAY

REVISION RECORD

NO.	DATE	DESCRIPTION
1	09/11/2016	R.F. METALL COMMENTS (08/08/16)
2	10/28/2016	R.F. METALL COMMENTS (10/12/16)
3	12/08/2016	R.F. METALL COMMENTS (11/02/16)



**HASTINGS PHASE I**  
 MAYVIEW RD.  
 PITTSBURGH, PA 15112  
 PREPARED FOR:  
**CHARTER HOMES AT HASTINGS, INC.**  
 1190 DALLERVILLE RD.  
 LANCASTER, PA 17601

**HASTINGS**  
 South Fayette Township Pittsburgh, PA

DATE: 12/08/2016  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: C700

**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 855-634-6264

**CONSTRUCTION SEQUENCE**

1. EXISTING UTILITIES TO BE REMOVED SHALL BE IDENTIFIED AND MARKED PRIOR TO CONSTRUCTION. ALL UTILITIES TO BE REMOVED SHALL BE CUT AND REMOVED PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES TO BE MAINTAINED SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION. ALL UTILITIES TO BE MAINTAINED SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION. ALL UTILITIES TO BE MAINTAINED SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.

**PERMANENT SEEDING SPECIFICATIONS:**

- 1. SEEDING SHALL BE DONE WITH A SEEDING MACHINE THAT IS CALIBRATED TO PLACE SEED AT A DEPTH OF 1/2" TO 1" AND AT A RATE OF 100 LBS PER 1000 SQ YD.
- 2. SEEDING SHALL BE DONE WITH A SEEDING MACHINE THAT IS CALIBRATED TO PLACE SEED AT A DEPTH OF 1/2" TO 1" AND AT A RATE OF 100 LBS PER 1000 SQ YD.
- 3. SEEDING SHALL BE DONE WITH A SEEDING MACHINE THAT IS CALIBRATED TO PLACE SEED AT A DEPTH OF 1/2" TO 1" AND AT A RATE OF 100 LBS PER 1000 SQ YD.
- 4. SEEDING SHALL BE DONE WITH A SEEDING MACHINE THAT IS CALIBRATED TO PLACE SEED AT A DEPTH OF 1/2" TO 1" AND AT A RATE OF 100 LBS PER 1000 SQ YD.

01	CONSTRUCTION SEQUENCE
----	-----------------------

**PERMANENT SEEDING SPECIFICATIONS:**

**MATERIALS**  
 FERTILIZER: 10-10-10  
 SEED: 100 LBS PER 1000 SQ YD  
 SOIL PREPARATION: 100 LBS PER 1000 SQ YD

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
101	SEEDING	100	1000 SQ YD	
102	FERTILIZER	100	1000 SQ YD	
103	SOIL PREPARATION	100	1000 SQ YD	

02	SEEDING SPECIFICATIONS
----	------------------------

**INSTALLATION**  
 SEEDING SHALL BE DONE WITH A SEEDING MACHINE THAT IS CALIBRATED TO PLACE SEED AT A DEPTH OF 1/2" TO 1" AND AT A RATE OF 100 LBS PER 1000 SQ YD.

**DOWNSTREAM MANAGEMENT SYSTEM MAINTENANCE SCHEDULE**

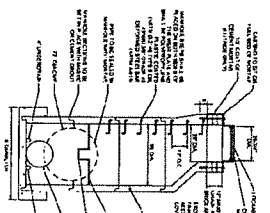
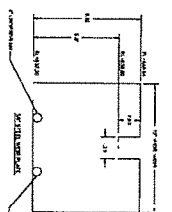
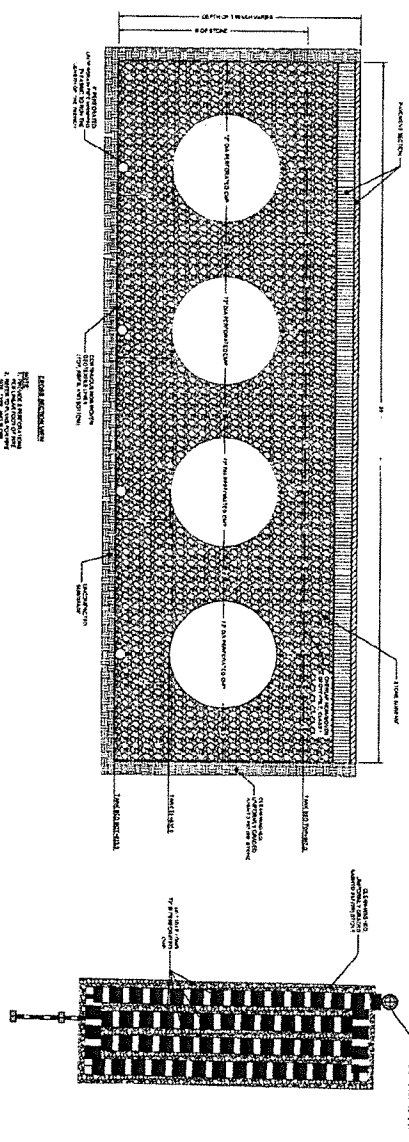
1. MAINTENANCE SHALL BE DONE ON A REGULAR BASIS TO ENSURE THE SYSTEM IS OPERATING PROPERLY. ALL MAINTENANCE SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL MAINTENANCE SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL MAINTENANCE SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION.

02	MAINTENANCE SCHEDULE
----	----------------------

2. MAINTENANCE SHALL BE DONE ON A REGULAR BASIS TO ENSURE THE SYSTEM IS OPERATING PROPERLY. ALL MAINTENANCE SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL MAINTENANCE SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL MAINTENANCE SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION.

03	INSPECTION AND TESTING SCHEDULE
----	---------------------------------

3. INSPECTION AND TESTING SHALL BE DONE ON A REGULAR BASIS TO ENSURE THE SYSTEM IS OPERATING PROPERLY. ALL INSPECTION AND TESTING SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL INSPECTION AND TESTING SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL INSPECTION AND TESTING SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION.



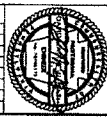
04	OUTLET CONTROL
----	----------------

4. OUTLET CONTROL SHALL BE DONE ON A REGULAR BASIS TO ENSURE THE SYSTEM IS OPERATING PROPERLY. ALL OUTLET CONTROL SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL OUTLET CONTROL SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. ALL OUTLET CONTROL SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION.

**HASTINGS PHASE I**  
 MAYVIEW RD.  
 PITTSBURGH, PA 15102  
 PREPARED FOR:  
 CHARTER HOMES AT HASTINGS, INC.  
 1190 DILLERVILLE RD.  
 LANCASTER, PA 17601



NO.	DATE	REVISION
01	09/20/2018	PHASE I SUBMISSION
02	10/20/2018	PHASE I REVISION
03	11/20/2018	PHASE I REVISION
04	12/20/2018	PHASE I REVISION
05	01/20/2019	PHASE I REVISION
06	02/20/2019	PHASE I REVISION
07	03/20/2019	PHASE I REVISION
08	04/20/2019	PHASE I REVISION
09	05/20/2019	PHASE I REVISION
10	06/20/2019	PHASE I REVISION



**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gatewayengineers.com 856.634.8284

C701





## STORMWATER MANAGEMENT SYSTEM MAINTENANCE SCHEDULE

THE STORMWATER MANAGEMENT SYSTEM, WHICH INCLUDES INLETS, STORM SEWERS, OUTFALL SWALE, AND DETENTION FACILITIES, SHOULD BE INSPECTED APRIL 15 AND NOVEMBER 15 OF EACH YEAR, PERIODICALLY, AND AFTER HEAVY RAINFALL EVENTS. THE STORMWATER MANAGEMENT SYSTEM IS A PRIVATELY OWNED SYSTEM, AND IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO PERFORM THESE INSPECTIONS, MAKE ALL NECESSARY REPAIRS, AND KEEP A RECORD OF THE FINDINGS AND RESULTS OF THE INSPECTIONS AVAILABLE FOR REVIEW BY THE MUNICIPALITY.

THE FOLLOWING MAINTENANCE SHALL BE PERFORMED AS SOON AS PRACTICAL FOLLOWING AN INSPECTION:

**INLETS** - THE INLETS SHALL BE MAINTAINED SO AS NOT TO ALLOW ANY SEDIMENT OR DEBRIS TO PREVENT THE FLOW OF WATER INTO THE INLETS. ANY OBSTRUCTIONS TO THE PIPE SHOULD BE REMOVED.

**STORM SEWER PIPES** - ALL STORM SEWER PIPING SHOULD BE INSPECTED TO MAKE SURE NO SEDIMENT OR DEBRIS BUILD-UP HAS OCCURRED THAT MIGHT RESTRICT THE FLOW OF WATER THROUGH THEM. IF BUILD-UP HAS OCCURRED, THE PIPES SHOULD BE FLUSHED AND CLEANED.

**DRY EXTENDED DETENTION BASIN AND PONDING AREA** - BASIN BOTTOMS, TRASH RACKS, OUTLET STRUCTURES, AND RIPRAP SHOULD BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES PER YEAR, AS WELL AS AFTER EVERY STORM GREATER THAN 1 INCH. SEDIMENT REMOVAL SHOULD BE CONDUCTED WHEN BASIN IS COMPLETELY DRY, AND SEDIMENT SHALL BE DISPOSED OF PROPERLY. DISTURBED AREAS SHOULD BE IMMEDIATELY STABILIZED AND REVEGETATED. MOWING OF VEGETATION SHOULD BE PERFORMED AS NECESSARY. VEGETATED AREAS SHOULD BE INSPECTED ANNUALLY FOR EROSION. VEGETATIVE COVER SHOULD BE MAINTAINED AT A MINIMUM OF 95%. IF COVER IS REDUCED BY 10%, VEGETATION SHOULD BE REESTABLISHED.

IN ADDITION TO THESE MEASURES, ALL MAINTENANCE REQUIREMENTS OF SOUTH FAYETTE TOWNSHIP MUST BE FOLLOWED.

- ALL MAINTENANCE INSPECTIONS SHALL BE LOGGED ONTO DEP FORM # 3150-FM-BWEW0083, DATED 2/2012, AND KEPT ON THE SITE AT ALL TIMES.
- ALL REPAIRS TO BE COMPLETED WITHIN 72 HOURS OF DISCOVERY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY CONTROL MEASURES DURING CONSTRUCTION.
- ALL DEVICES SHOULD BE INSPECTED WEEKLY AND AFTER EVERY RUNOFF EVENT. IF DURING THESE INSPECTIONS, ANY DEVICE IS FOUND TO BE CLOGGED, DAMAGED, HALF-FULL OF SILT OR NOT FULLY OPERATIONAL, THE DEVICE(S) SHALL BE CLEANED OF ALL DEBRIS.

- UPON COMPLETION OF THE PROJECT, RECYCLING OR DISPOSAL OF ALL TEMPORARY EROSION CONTROL MATERIALS SHALL BE THE RESPONSIBILITY OF THE EARTHMOVING CONTRACTOR
- CONSTRUCTION WASTE INCLUDES, BUT IS NOT LIMITED TO, EXCESS SOIL MATERIALS, SILT REMOVED FROM EROSION CONTROL FACILITIES, EXCESS BUILDING MATERIALS, CONCRETE WASH WATER, SANITARY WASTES, AND OBSOLETE EROSION CONTROL MATERIALS (SILT FENCE, SILT SACKS, ETC.). OBSOLETE EROSION CONTROL MATERIALS AND EXCESS BUILDING MATERIALS MUST BE DISPOSED OF AT A DEP APPROVED SITE.
- SILT REMOVED FROM SEDIMENT CONTROL FACILITIES SHALL BE SPREAD ON THE TOPSOIL STOCKPILE, OR IN LAWN OR LANDSCAPE AREAS.



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

Instrument Number: 2021-27073

BK-DE VL-18560 PG-145

Recorded On: August 12, 2021 As-Deed Agreement

Parties: CHARTER HOMES AT HASTINGS INC

To SOUTH FAYETTE TOWNSHIP

# of Pages: 11

Comment: STORMWATER

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 181.75  
0  
0  
Total: 181.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No		
NOT A DEED OF TRANSFER		EXEMPT
Value		0.00

Certified On/By-> 08-12-2021 / Michael Plittman  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: 2021-27073  
Receipt Number: 3986599  
Recorded Date/Time: August 12, 2021 03:11:57P  
Book-Vol/Pg: BK-DE VL-18560 PG-145  
User / Station: L Manuel - CASH 02

ROBERT J GARVIN ESQUIRE  
437 GRANT ST  
SUITE 1806  
PITTSBURGH PA 15219



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

10  
LM

**STORMWATER BEST MANAGEMENT PRACTICES  
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this 6th day of July, 2021, by and between **CHARTER HOMES AT HASTINGS, INC.** a company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to conduct business in the Commonwealth of Pennsylvania having a mailing address of 1190 Dillerville Road, Lancaster Pennsylvania 15228, its agents, successors, and assigns, (hereinafter the "Landowner"), and the **TOWNSHIP OF SOUTH FAYETTE**, Allegheny County, Pennsylvania, (hereinafter "Municipality");

**WITNESSETH**

**WHEREAS**, the Landowner acquired certain real property situate in the Township of South Fayette, Allegheny County, Pennsylvania, as more particularly described in that certain Deed of Record in the Department of Real Estate of Allegheny, Pennsylvania at Deed Book Volume 16821, Page 474 (hereinafter "Property"); and

**WHEREAS**, the Landowner has proceeded to build and develop the Property; and

**WHEREAS**, the Stormwater Management BMP Operations and Maintenance Plan approved by the Municipality (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMP's); and

**WHEREAS**, the Municipality, and the Landowner, his successors, and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property; and

**WHEREAS**, for the purposes of this agreement, the following definitions shall apply:

- **BMP** - "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.
- **Infiltration Trench** - A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- **Seepage Pit** - An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,

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D:\E\INC\BMP\T\Infiltration Pit\tdman

limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.

- **Infiltration Trench** - A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- **Seepage Pit** - An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- **Rain Garden** - A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer, and

**WHEREAS**, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors, and assigns.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents, and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of

equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.
8. The Municipality intends to inspect the BMP(s) at a minimum of once every year to ensure their continued functioning.
9. The Developer shall submit Financial Security, as the term is defined pursuant to §509 of the Pennsylvania Municipalities Planning Code (the "MPC"), 53 P.S. § 10509 in the amount of \$5,000.00 to the Township which shall be held and utilized by the Township in the event that the Developer fails to perform any of its operation or maintenance requirements set forth herein.

This Agreement shall be recorded at the Department of Real Estate of Allegheny, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

*John M. Barrett*  
John Barrett,  
Township Manager/Secretary

**TOWNSHIP OF SOUTH FAYETTE**

By: *Gwen A. Rodi*  
Gwen Rodi,  
President, Board of Commissioners

ATTEST:

*Tanya J. Hill*

**CHARTER HOMES AT HASTINGS, INC**

By: *Anthony Faranda-Diedrich*  
Name: Anthony Faranda-Diedrich  
Title: Authorized Signatory

[ACKNOWLEDGMENTS ON NEXT PAGE]



COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

On this, the 15 day of July, 2021, before me, a Notary Public in and for said County and Commonwealth, personally appeared Gwen Rodi, an individual, who acknowledged herself to be the President of the Board of Commissioners of the Township of South Fayette, and that she, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Donna J. Hirschfield  
Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal  
Donna J. Hirschfield, Notary Public  
Allegheny County  
My commission expires July 22, 2024  
Commission number 1072297  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF Lancaster )

On this, the 6 day of July, 2021 before me, the undersigned officer, a Notary Public in and for said State/Commonwealth and County, personally appeared Anthony Faranda-Diedrich, an individual, who acknowledged himself to be the authorized signatory of CHARTER HOMES AT HASTINGS, INC and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

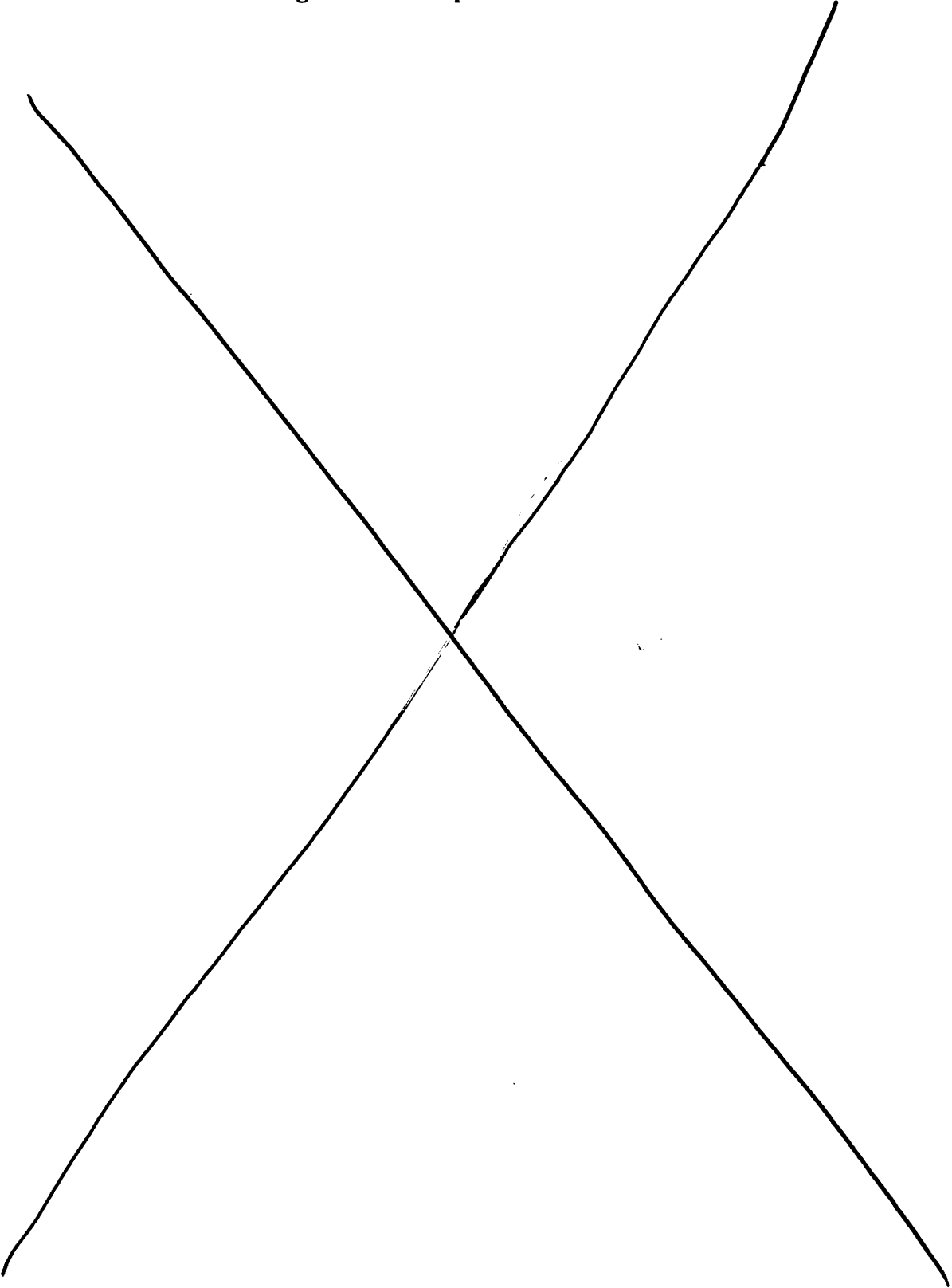
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

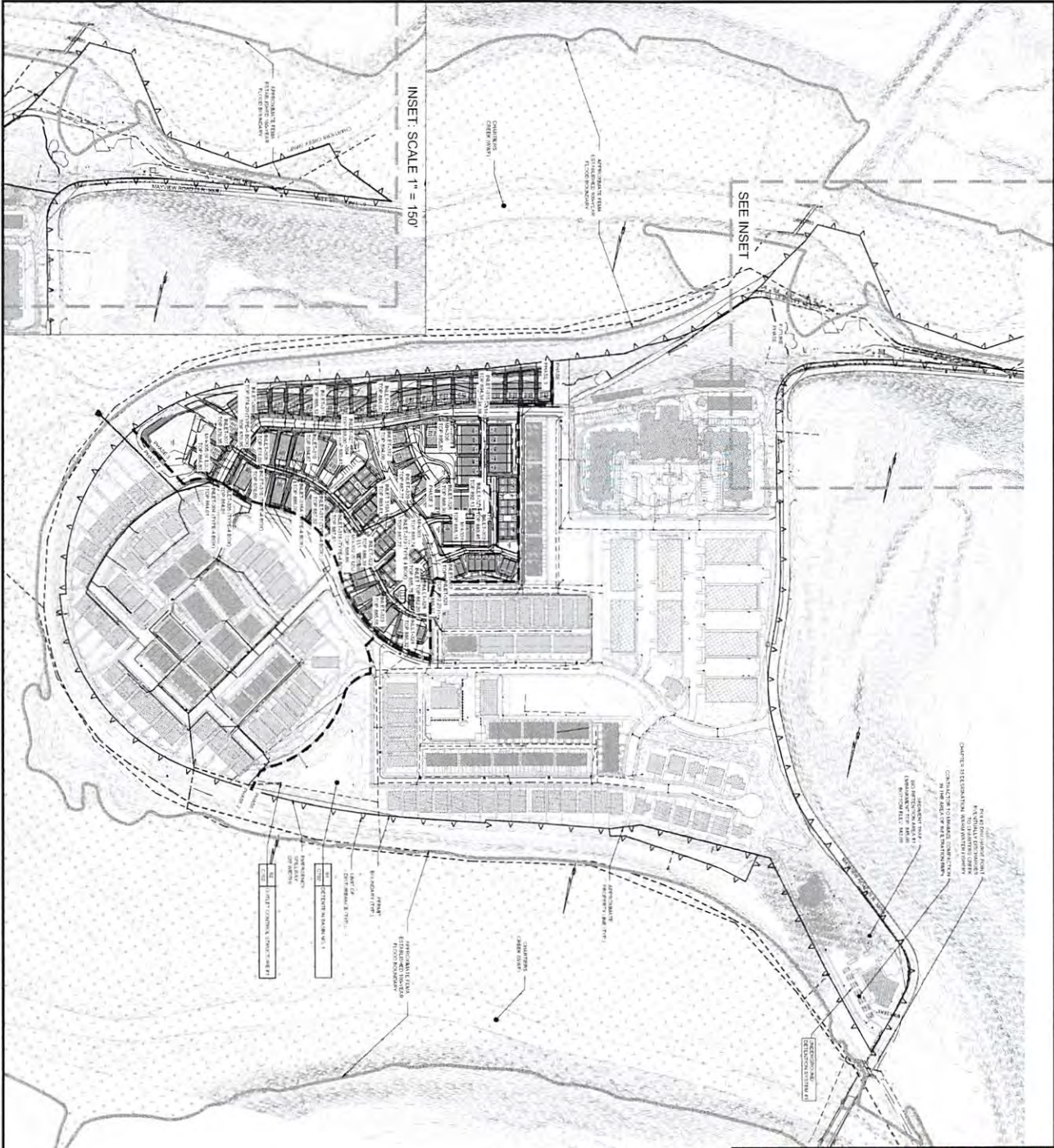
Gale S. McComsey  
Notary Public

My commission expires: March 30, 2025

Commonwealth of Pennsylvania - Notary Seal  
Gale S. McComsey, Notary Public  
Lancaster County  
My commission expires March 30, 2025  
Commission number 1309667  
Member, Pennsylvania Association of Notaries

**APPENDIX A**  
**Stormwater Management BMP Operations and Maintenance Plan**





**GRAPHIC SCALE**  
 0 25 50 75 100  
 1" = 150'

**811**  
 Know what's below.  
 Call before you dig.  
 811  
 800-4-A-DIG  
 800-427-2273

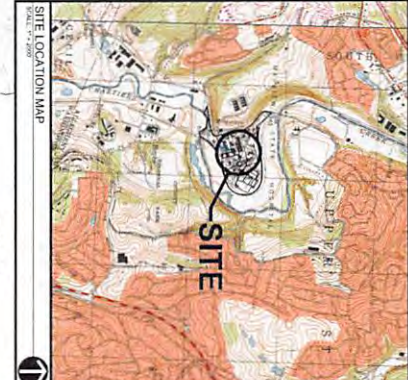
**NORTH**

**PROJECT AREAS**

NO.	DESCRIPTION
1	EXISTING CONSTRUCTION
2	NEW CONSTRUCTION
3	EXISTING UTILITIES
4	NEW UTILITIES
5	EXISTING DRIVEWAYS
6	NEW DRIVEWAYS
7	EXISTING PAVEMENT
8	NEW PAVEMENT

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/20/21	ISSUED FOR PERMIT
2	10/20/21	ISSUED FOR PERMIT
3	10/20/21	ISSUED FOR PERMIT
4	10/20/21	ISSUED FOR PERMIT
5	10/20/21	ISSUED FOR PERMIT
6	10/20/21	ISSUED FOR PERMIT
7	10/20/21	ISSUED FOR PERMIT
8	10/20/21	ISSUED FOR PERMIT



**HASTINGS PHASE 3**  
 MAYVIEW ROAD  
 PITTSBURGH, PA 15102

PREPARED FOR:  
**CHARTER HOMES AT HASTINGS, INC.**  
 322 N. ARCH STREET  
 LANCASTER, PA 17603

**PDSM PLAN**

Project Manager: C. HASTINGS  
 Drawing Scale: 1" = 150'  
 Date: 10/20/21  
 Drawn by: K. MILLER  
 Checked by: K. MILLER  
 Project Number: 202103273

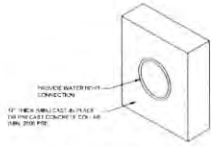
**C700**

**REVISION RECORD**

NO.	DATE	DESCRIPTION
1	10/20/21	ISSUED FOR PERMIT
2	10/20/21	ISSUED FOR PERMIT
3	10/20/21	ISSUED FOR PERMIT
4	10/20/21	ISSUED FOR PERMIT
5	10/20/21	ISSUED FOR PERMIT
6	10/20/21	ISSUED FOR PERMIT
7	10/20/21	ISSUED FOR PERMIT
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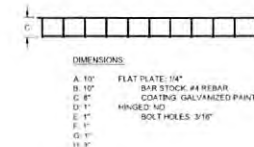
**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gatewayengineers.com 855-634-2294



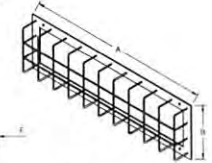


CONCRETE ANTI-SEEP COLLAR

- NOTES
1. MINIMUM DISTANCE TO PIPE JOINT SHALL BE 2 FEET.
  2. COLLARS SHALL BE INSTALLED SO AS TO BE WATER-TIGHT.
  3. TRIPLE COUPLER COLLARS TO BE SIZED IN ACCORDANCE WITH OUTLET PIPE.

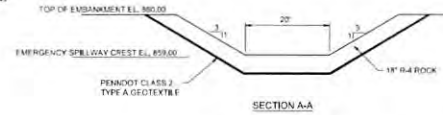


- DIMENSIONS
- A 10" FLAT PLATE 1/4"
  - B 10" BAR STOCK #4 REBAR
  - C 8" COATING GALVANNEZED PAINT
  - D 1" HINGED NO
  - E 1" SOLT HOLES 3/16"
  - F 1"
  - G 1"
  - H 3"

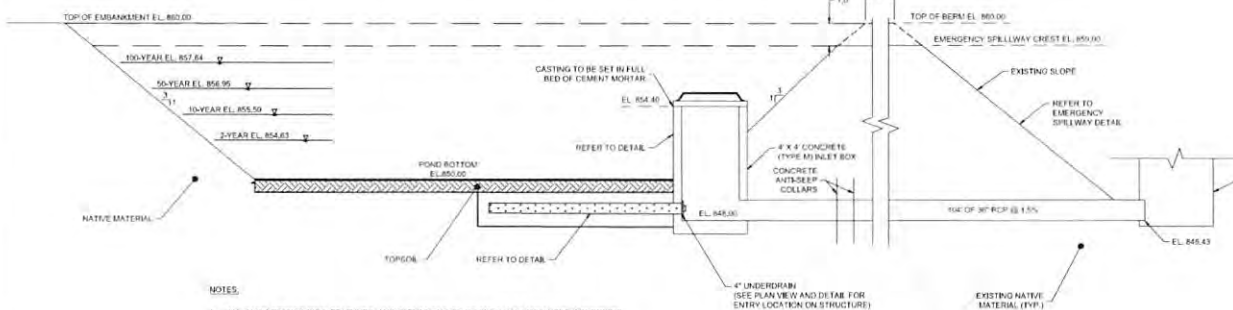


- NOTES
1. ANCHOR TO BOX WITH 1-1/2" x 2-3/4" TAPCON CONCRETE SCREWS
  2. USE LANE ENTERPRISES, INC. TRASH RACK/LANE MODEL #128 (OR APPROVED EQUAL).

ORIFICE TRASH RACK

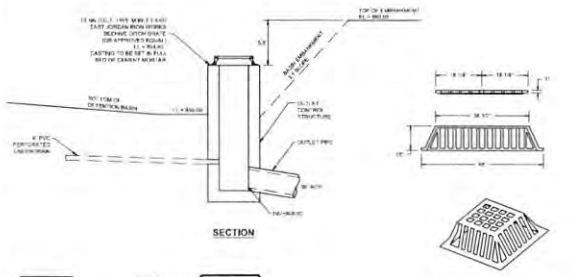


NO.	DATE	DESCRIPTION	BY	CHKD
01	02/15/23	ISSUE FOR PERMITS	JL	MS
02	02/15/23	ISSUE FOR PERMITS	JL	MS
03	02/15/23	ISSUE FOR PERMITS	JL	MS
04	02/15/23	ISSUE FOR PERMITS	JL	MS
05	02/15/23	ISSUE FOR PERMITS	JL	MS
06	02/15/23	ISSUE FOR PERMITS	JL	MS
07	02/15/23	ISSUE FOR PERMITS	JL	MS
08	02/15/23	ISSUE FOR PERMITS	JL	MS
09	02/15/23	ISSUE FOR PERMITS	JL	MS
10	02/15/23	ISSUE FOR PERMITS	JL	MS



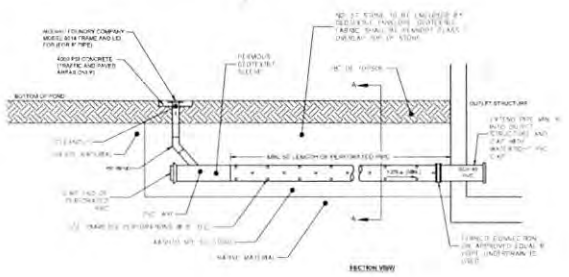
- NOTES
1. ALL BASIN STRUCTURES, FEATURES, AND ELEVATIONS TO BE SIZED AND ARRANGED ACCORDING TO THE POST CONSTRUCTION STORMWATER MANAGEMENT REPORT.
  2. CONSTRUCT INLET IN ACCORDANCE WITH THESE SPECIFICATIONS AND PENNDOT PUBLICATION 408. SECTION 713 FOR CAST IN PLACE UNITS AND SECTION 713.3 FOR PRECAST CONCRETE UNITS.
  3. INLET GRATES TO BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 9' DEEP.
  5. THE PERMANENT RISER STRUCTURE IS TO BE A PENNDOT TYPE M INLET BOX.

01 DRY EXTENDED DETENTION BASIN NO. 1



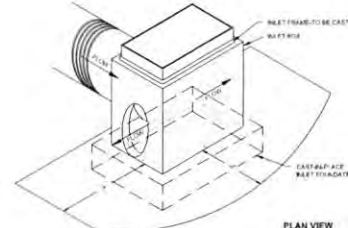
- NOTES
1. INLET GRATE SHALL BE CAST IN PLACE WITH REINFORCED CONCRETE AND ANCHORED TO BOX.
  2. CONCRETE SHALL BE ACCORDING WITH THE SPECIFICATIONS AND PENNDOT PUBLICATION 408. SECTION 713 FOR CAST IN PLACE UNITS AND SECTION 713.3 FOR PRECAST CONCRETE UNITS.
  3. INLET GRATES TO BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 9' DEEP.

02 OUTLET CONTROL STRUCTURE #1



- NOTES
1. UNDERDRAIN SHALL BE CAST IN PLACE WITH REINFORCED CONCRETE AND ANCHORED TO BASIN.
  2. UNDERDRAIN SHALL BE ACCORDING WITH THE SPECIFICATIONS AND PENNDOT PUBLICATION 408. SECTION 713 FOR CAST IN PLACE UNITS AND SECTION 713.3 FOR PRECAST CONCRETE UNITS.
  3. UNDERDRAIN SHALL BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 9' DEEP.

03 4" UNDERDRAIN - BASIN #1



STRUCTURE NO.	INLET BOX TYPE	PIPE SIZE	ORIFICE DIA.	ORIFICE APPROX. " (FT)	ORIFICE APPROX. " (FT)	ORIFICE DEPTH (FT)	ORIFICE SIZE	INLET FOUNDATION CBM
ED-1	TYPE 4	30"	30"	8	4	27	R-5	83.8 E.W. X 2 D.
ED-2	TYPE 4	42"	42"	8	4	27	R-5	83.8 E.W. X 2 D.
ED-3	TYPE 4	30"	30"	8	4	27	R-5	83.8 E.W. X 2 D.

\* ED-3 WILL BE INSTALLED DURING PHASE 2.

04 ENERGY DISSIPATOR OUTFLOW CONTROL STRUCTURE

REVISION RECORD

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