

**BY - LAWS
OF THE
STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.**

Article I

Name and Location

Section 1. The name of the Association is the Sterling Ridge Homeowners Association, Inc.

Section 2. The principal office of the Association will be that of the specific person or entity under formal contract to manage the business of the Association. As of the promulgation of these By-Laws, that company and its address is: Community Management Professionals, Suite 500, 102 Broadway Street, Carnegie, PA 15106.

Section 3. The Secretary shall maintain the current name and address of the Association's principal office. If the Association is ever without a formal manager at any particular instance, the Association's principal office will be that of the Secretary during such time as the Association is without a formal manager.

Section 4. Meetings of the Association's members and/or board of directors may occur at a location other than the Association's principal office at the discretion of the board of directors within the scope of authority delegated thereto in these By-Laws.

Article II

Purpose and Legislative History

Section 1. Purpose - The purpose of the Association is to act on a non-profit basis as the governing body on behalf of its members with respect to the administration, maintenance, repair, and replacement of Association property within the strictures of applicable Pennsylvania law.

Section 2. The Association hereby modifies and updates into this single set of By-Laws (1) the initial set of Association By-Laws dating to 1997 (recorded at deed book 9863, pages 601-612), and (2) all subsequent amendments thereto promulgated prior to the 2015 approval of these By-Laws. It is the intent of the Association that all earlier By-Laws and amendments thereto are no longer in effect upon promulgation of the within By-Laws.

Article III

Definitions

Section 1. "Association" means the Sterling Ridge Homeowners Association, Inc., its successors, and assigns.

Section 2. "Properties" mean those certain real properties described in the Association's Declaration of Covenants, Conditions, Reservations, and Restrictions as well as such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of the Declaration.

Section 3. "Common Areas" mean all real properties the Association owns for the common use and enjoyment of the members of the Association. The common area to be owned by the Association following the recording of the Declaration shall be bounded and described as set forth in each phase and represented on the recorded plans for each phase. Other real property may be conveyed from time to time to the Association as common area as necessary.

Section 4. "Lot" means any plot of land and any designation of Living Units shown upon the recorded subdivision plan in Plan Book volume 197, pages 139-144 or any Exhibit attached to the Declaration or to any amendment or supplement thereto, with the exception of the common areas.

Section 5. "Living Unit" means any structure or any portion of a structure situated upon the Properties that is designated and intended for use and occupancy as a residence by a single family.

Section 6. "Owner" means the record owner (whether one or more persons or entities) of the fee simple title to any Lot and/or Living Unit that is part of the properties. This includes contract sellers but excludes those who hold such interest merely as security for the performance of an obligation.

Section 7. "Declarant" means Joseph N. DeNardo and Shari A. DeNardo d/b/a/ J.N.D. Properties and their respective successors and assigns, if such successors or assigns should acquire one or more lots that are part of the properties from a Declarant for purposes of site development and/or construction, provided such person or entity is engaged in the residential development and/or construction business at the property.

Section 8. "Declaration" means the Declaration of Covenants, Conditions, Reservations, and Restrictions applicable to the Properties recorded in the office of the recorder of deeds of Allegheny County, Pennsylvania.

Section 9. "Member" means a person entitled to membership in the Association as provided in the Declaration.

Section 10. "Recorded" means duly recorded in the office of the recorder of deeds of Allegheny County, Pennsylvania unless the context clearly suggests otherwise.

Section 11. "Plan" shall mean the Sterling Ridge Plan of Lots and all phases thereof.

Section 12. "Single Family Lot" shall mean and refer to any single family home site situated in the single family home section of the Sterling Ridge master plan.

Article IV

Meeting of Members

Section 1. *Annual Meetings* - Regular annual meetings of the members shall be held each year at a time, date, and place determined by the board of directors within the scope of authority delegated thereto in these By-Laws.

Section 2. *Notice of Annual Meetings* - Written notice of each annual meeting shall be given by either (1) the Secretary, (2) a person at the specific direction of the Secretary, or (3) such other person authorized by the these By-Laws to give notice of the annual meeting.

For purposes of this section, "written notice" means regular mail, hand delivery to a resident of the place at which such notice is delivered, or electronic mail to an e-mail address on file with the Secretary. Such notice must be provided at least 15 days in advance of such meeting, and must specify the place, day, date, and hour of the meeting.

Notice provided by regular mail shall be directed either (1) to the member's address that last appears on the books and records of the Association, or (2) to an address supplied in writing to the Association by the member for the purpose of such notice.

Section 3. *Special Meetings* - Special meetings of the members may be called at any time (1) by the President, (2) by a majority of the board of directors at any duly constituted meeting thereof, or (3) upon written request (directed to the Secretary) of 25% of the members of the Association who are entitled to vote.

For purposes of this section, any request for a special meeting made by 25% of the voting members under this section may not be accomplished by electronic mail, and must articulate the purpose of any such special meeting.

Section 4. *Notice of Special Meetings* - It shall be the duty of the Secretary to provide written notice of any duly called special meeting. If the Secretary cannot fulfill this duty for any reason, then the President (or other person authorized to perform secretarial functions in the absence of the Secretary) will provide such notice.

For purposes of this section, "written notice" means regular mail or hand delivery. Such notice must be provided at least 15 days in advance of such meeting. Such notice must specify the place, day, hour and *purpose* of the meeting. Electronic mail may *not* be used to provide written notice of a special meeting within this section.

Notice provided under this section by regular mail shall be directed either (1) to the member's address that last appears on the books and records of the Association, or (2) to an address supplied in writing to the Association by the member for the purpose of such notice.

Section 5. *Voting* - All votes cast at an annual or special meeting must be cast in person (and not by proxy). With the exception of the process to elect multiple directors as articulated below, all votes on business coming before the Association will pass by simple majority vote of those members eligible to cast votes.

Where two or more seats on the board of directors are to be filled at an annual or special meeting, such positions shall be filled by a plurality of the votes of those members eligible to cast votes; where only one seat is open on the board of directors, such position shall be filled by the person who receives the most votes.

Officers shall be elected to their respective positions by a simple majority vote for each office by those members eligible to cast votes, with such position being filled by the person who receives the most votes for each office.

Section 6. *Suspension of Voting* - A member otherwise qualified to vote may not exercise the right to vote within this Article if the books and records of the Association indicate that such person has not paid one or more valid assessments within five calendar days of the date on which the member expects to exercise a right to vote.

Section 7. *Quorum* - The presence of 10% of those members entitled to cast votes at a meeting of the members constitutes a quorum for any business to be conducted at such meeting. Members at a duly constituted meeting may continue to conduct Association business until such meeting is adjourned, notwithstanding the subsequent withdrawal of enough members to reduce attendance below the level necessary to constitute the 10% quorum.

If a quorum is not present at any such meeting, the members entitled to vote then present shall have the power to adjourn the meeting to another date and time without additional notice by so stating such date and time at the meeting at which such quorum was not achieved.

Article V

Board of Directors

Section 1. *Number of Directors* - The business and affairs of the Association shall be managed by a board of three directors.

Section 2. *Term of Office* - Each director shall serve a staggered term of three years. Thus one new director will stand election each year in the absence of any resignations that occur prior to the natural expiration of one's term in office.

Three persons currently sit on the board. One such director will stand election at the 2015 annual meeting and will hold office for a full three year term through the date of the 2018 annual meeting. A second person currently on the board will hold office for another two year term through the date of the 2017 annual meeting. The third person currently on the board will hold office for one more year through the date of the 2016 annual meeting.

Section 3. *Resignation* - Any person may resign as a member of the board upon delivery of a letter of resignation to the president or to the secretary. It shall be the duty of the officer who receives such letter of resignation to transmit notice thereof to the remaining members of the board.

A resignation under this section also necessarily serves as the simultaneous resignation of such person from any regular office held regardless of whether the letter of resignation so states. It is thus the intention of this section that a person may not resign from the board of directors and thereafter retain one's positions as a regular officer.

The remaining members of the board may thereafter vote at a duly constituted meeting to appoint a member of the Association to fill a vacancy that results from such resignation. Such person shall serve on the board only until the next annual meeting even if the term of the director so replaced was to have extended beyond the date of the next annual meeting. The term of any member elected to serve as director at such annual meeting within this section will extend to the term of the director who resigned so as to preserve the original staggering of terms as if no director had resigned.

Section 4. *Removal* - Any single director may be removed from the board with or without cause at an annual meeting (or special meeting called for that specific purpose) by a 2/3 vote of those members eligible to cast votes. The remaining directors must then select (at the same meeting in which a director has been removed) another eligible member to replace the director so removed under this section.

No more than one director may be removed under this section pursuant to any one such special meeting. The purpose of such restriction is to avoid potentially detrimental upheaval to the Association that may be engendered by too broad a change in administration over a relatively short period of time outside the auspices of a formal annual meeting.

Any director appointed in substitution of a director removed under this section shall serve on the board only until the next annual meeting even if the term of the removed director was to have extended beyond the date of the next annual meeting. The term of any member elected to serve as director at such annual meeting in substitution of the original (removed) director will extend to the term of such removed director so as to preserve the original staggering of terms as if no director had been removed.

Section 5. *Compensation* - No director shall receive compensation for any service such person renders to the Association in the capacity as director or officer. A director may, however, be reimbursed for actual expenses incurred in performance of one's duties.

Article VI

Nomination and Election of Directors

Section 1. *Nomination* - Any member of the Association entitled to vote may nominate oneself or another member to serve on the board of directors. Any such nomination(s) must be made in writing and delivered to the Secretary in sufficient time for the Association to include such nominations in the notice of annual meeting. For purposes of this section, such "writing" means regular mail, electronic mail, of hand delivery to the Secretary. Nominations may also be made from the floor at the annual meeting.

Section 2. *Election* - Election to the board of directors shall occur by confidential written ballot cast at the annual meeting in conjunction with Article IV, § 5 of these By-Laws. Cumulative voting is not permitted.

Article VII

Meeting of Directors

Section 1. *Meetings* - Meetings of the board may be held without notice at such place, date, and time as a majority of the directors may approve at any meeting. If at any time no date for a subsequent meeting is set at a meeting, the directors may by unanimous consent decide to hold a meeting at a particular date, time, and location of their mutual choosing. There is no particular manner by which such unanimous consent must be sought or provided.

A meeting of the board may also be called by a simple majority of directors on at least ten days notice to the remaining directors. For purposes of this section, notice to one or more of the remaining directors may be accomplished by regular mail, hand delivery, or electronic mail to an e-mail address on file with the Secretary. Such notice must specify the place, day, date, and hour of the meeting, and identify which directors called the meeting.

The president may also call a meeting of the board on at least ten days notice to the remaining directors. For purposes of this section, notice to the other directors may be accomplished by regular mail, hand delivery, or electronic mail to an e-mail address on file with the Secretary. Such notice must specify the place, day, date, and hour of the meeting.

A quorum of directors must always be present to transact business at any meeting of the board regardless of how or by whom such meeting was called.

Section 2. *Frequency of Meetings* - Meetings of the directors must occur at least quarterly, with at least one such meeting to occur each calendar season.

Section 3. *Transaction of Business* - No Association business may be transacted except at a duly constituted meeting of the board of directors in the presence of the other directors. Accordingly, no director may act by proxy or vote on a matter by e-mail or telephone except in the case of a legitimate, serious emergency where a director is unavailable for good cause, and not by reason of mere inconvenience.

Article VIII

Powers and Duties of the Board of Directors

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

(a) Exercise on behalf of the Association all the powers, duties, and authority vested in or delegated to the Association that are not otherwise reserved to the members by other provisions of these By-Laws, the Declaration, or Articles of Incorporation.

(b) Adopt and publish rules and regulations that govern (i) the use of the Association's common areas, and (ii) the personal conduct of members and their families, pets, and guests who use the common areas. The board shall also have the authority to establish reasonable fines or penalties for the infraction of such rules and regulations, or for the misuse, damage, or destruction of any segment of the Association's common areas.

(c) Suspend the right of a member to use the common areas during any period in which the books and records of the Association indicate that such person has not paid one or more valid assessments. The board may also, after notice and a hearing, suspend the right of a member to use the common areas for a period not to exceed 60 days for any infraction of published rules and regulations. Assessments will continue during any period of suspension.

(d) Declare the office of a member of the board of directors to be vacant if such member is absent from three consecutive meetings of the board. This provision does *not* apply to meetings called by a majority of directors on ten days written notice where the three missed consecutive meetings that would otherwise constitute a potential for vacancy all occurred within a period of 60 days.

(e) Employ and prescribe the duties of a manager, an independent contractor, or such other employee as the board deems necessary.

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

(a) Cause to be kept and maintained a complete record of all acts of the board and affairs of the Association, and to present a statement thereof to the members of the Association at the annual meeting, or at any duly constituted special meeting called for such purpose.

(b) Fix the amount of the annual assessment against each Lot or Living Unit as the case may be at least 30 days in advance of each annual assessment period, and to direct the secretary to send written notice thereof to every owner.

(c) Foreclose liens against property for which assessments remain unpaid for 45 days, or to bring an action at law against any owner who may be obligated to pay the outstanding assessment.

(d) Issue or cause to be issued (upon demand by any member) a certificate stating whether a particular assessment has been paid, for which the Association may exact a reasonable fee for the issuance thereof. Issuance of such certificate shall be deemed conclusive evidence of payment of such assessment.

(e) Procure and maintain adequate liability and hazard insurance on Association property and real estate.

(f) Cause (if deemed necessary) all officers and/or employees who may have fiscal responsibility to be bonded.

(g) Cause the common areas and grounds to be maintained.

(h) Perform all other duties imposed by these By-Laws, the Declaration, or Articles of Incorporation.

Article IX
Officers and Their Duties

Section 1. *Enumeration of Offices* - The regular officers of this Association shall be a president, a secretary, and a treasurer. Each such officer shall at all times be a member of the board of directors.

The board may by resolution appoint from time to time such other officers as may be necessary to conduct the business of the Association in a manner consistent with § 4 of this Article.

Section 2. *Election of Officers* - Election of officers shall occur at the annual meeting at some point following election of directors to the board of directors. The directors will vote among themselves to fill each office. No person may hold more than a single regular office except pursuant to § 7 of this Article.

Section 3. *Term of Office* - Officers elected at the annual meeting will serve for a term not to exceed the date on which the next annual meeting following the annual meeting at which such officer was elected. It is the assumption of this section that annual meetings will occur as of course within the meaning and spirit of these By-Laws, and will not serve to entrench one or more officers upon a continued failure to hold an annual meeting.

Section 4. *Special Appointments* - The board of directors may appoint such other officers as the business of the Association may from time to time require to perform functions *other* than those prescribed to the president, secretary, and treasurer. Such person shall have the authority and perform such duties as the board may within these By-Laws determine.

Each such officer shall at all times be a member of the Association, but need not necessarily be a member of the board of directors.

The office and term of any such special appointment/officer shall automatically expire at the next annual meeting to occur following the appointment of such officer.

Section 5. *Resignation from Office* - Any person may voluntarily resign from office upon delivery of a letter of resignation to the president or to the secretary. It shall be the duty of the officer who receives such letter of resignation to transmit notice thereof to the remaining members of the board.

A resignation by a regular officer under this section also serves as the simultaneous resignation of such person as a member of the board of directors regardless of whether the letter of resignation so states. It is thus the intention of this section that a person may not resign from regular office and thereafter retain one's seat as a director. Resignations under this section will necessarily trigger the appointment provisions of Article V, § 3 applicable to directors who resign.

A person appointed by the board to fill a vacancy under this section will accede to whatever office was made vacant as a result of resignation.

Section 6. *Removal from Office* - No regular officer may be involuntarily removed from office except for cause by a majority of the board of directors at a duly constituted meeting of the board or a special meeting of the members called for that purpose. The board shall appoint another qualified person to fill such vacant office immediately upon removal of such officer.

Removal for cause within this section means a material failure of an officer to perform duties prescribed by these By-Laws, Declaration, Articles of Incorporation, or traditionally associated with such office in a similar context. The president or secretary shall provide the reasons in support of removal for cause to the officer intended to be removed at least ten days in advance of any such removal action.

Removal of an officer within this section does not also serve to remove such person as a director, the involuntary removal of which may be accomplished only in accordance with Article V, § 4.

Section 7. *Dual Offices* - A person may hold more than one regular office upon the voluntarily resignation of an officer where the remaining members of the board cannot in good faith appoint another qualified member to fill such position within the provisions of these By-Laws at the next regularly scheduled meeting of the board. In such instance, the remaining members of the board shall vote to award the vacant office to one of the remaining members. The president shall break any such tie in votes. If any such tie vote pertains to the office of president, then the secretary will break such tie in votes. There is no restriction, implied or otherwise, for whom the president or secretary may cast a vote in case of a tie.

A person may also hold more than one regular office upon the involuntarily removal of an officer where the remaining members of the board cannot in good faith appoint another qualified member to fill such position within the provisions of these By-Laws at the next regularly scheduled meeting of the board. In such instance - and with the express exception of the director who held the regular office that was subject of the removal action - the remaining members of the board shall vote to award the vacant office to one of the other remaining members. The president shall break any such tie in votes. If any such tie vote pertains to the office of president, then the secretary will break such tie in votes. There is no restriction, implied or otherwise, on whom the president or secretary may cast a vote in case of a tie.

Section 8. *Duties of the President* - The president shall (1) preside at all meetings of the board of directors; (2) ensure that all orders and resolutions of the board are implemented; (3) execute all leases, mortgages, deeds, negotiable instruments, and other written instruments as the case may be; and (4) perform all other duties that may be articulated as a duty of the president within these By-Laws, Declaration, or Articles of Incorporation.

Section 9. *Duties of the Secretary* - The secretary shall (1) record the votes and maintain the minutes of all meetings and proceedings of the board and the members of the Association; (2) maintain the corporate seal of the Association and affix the seal on all papers that require a seal; (3) serve notice of meetings of the board to the extent required; (4) serve notice of the annual meeting of the members; (5) maintain the books and records of the corporation with the exception of those records properly maintained by the treasurer; (6) act in place of the president at any duly constituted meeting at which the president is not present to act; (7) perform such other duties that the board may direct; and (8) perform all other duties that may be articulated as a duty of the secretary within these By-Laws, Declaration, or Articles of Incorporation.

Section 10. *Duties of the Treasurer* - The treasurer shall (1) maintain accurate books and accounts of all receipts and disbursements made on behalf of the Association; (2) prepare and present invoices to members of the Association for dues and assessments; (3) Collect and deposit all such dues and assessments; (4) prepare all negotiable instruments for the signature of the president; (5) maintain all financial accounts that may be necessary to advance the business of the Association and its members; (6) prepare or assume responsibility for creation of all financial statements or reports for review at duly constituted meetings of the board, special meetings, or annual meetings of the members; (7) perform such other duties that the board may direct; and (8) perform all other duties that may be articulated as a duty of the treasurer within these By-Laws, Declaration, or Articles of Incorporation.

Section 11. *Duties of the Vice President* - The vice president (to the extent such office is appointed from time to time pursuant to Article IX, § 4) shall (1) act in place of the president at any duly constituted meeting at which the president is not present to act place; and (2) perform such other duties that the board may direct.

**Article X
Committees**

Section 1. The board shall have the authority to appoint an Environmental Protection Board to the extent authorized within the Declaration. The board may also create additional committees as the board deems necessary to advance the business of the Association and the well being of its members.

**Article XI
Indemnification and Reimbursement**

Section 1. *Right to Indemnification* - Except as prohibited by law, every director and officer of the Association shall be entitled to indemnification or reimbursement by the Association against liability and expenses duly paid or incurred by such person in defense of an actual or threatened claim, action, lawsuit, or proceeding (whether such be civil, criminal, administrative, investigative, or otherwise and whether brought by or in the name of the Association or otherwise), in which such person may be involved in any manner as a party, witness, or otherwise (or is threatened to be made so involved) *by reason of such person being or having been a director or officer of the Association* (or by reason of any action taken or not taken in such capacity), or by reason of the fact that such person is or was duly serving at the request of the Association as a director or officer, regardless of whether such person continues to act in such capacity at the time such liability or expenses are incurred, and regardless of whether such acts or omission occurred prior to the adoption of these By-Laws, provided that such person was (1) neither willfully nor grossly negligent, (2) did not indulge in willful misconduct, (3) acted in good faith and under a reasonable belief that such action or omission was in the best interest of the Association, *and* (4) had no reasonable cause to believe that any such conduct or omission was unlawful or legally improper.

Where such person has been wholly successful on the merits of such action or where a court has awarded indemnification, such person shall be entitled in indemnification as of right. In all other instances where the action is terminated, including settlement, the Association shall indemnify or reimburse such person if it is determined by a majority of directors (other than any directors who might have been involved in the underlying matter) that such person has met the standards set forth in this section.

Section 2. *Lack of Presumptions* - Termination of any such claim, action, lawsuit, or proceeding in any manner (other than by criminal conviction or plea of no contest in a criminal matter) shall not of itself create a presumption that the person did not act in good faith or under a reasonable belief that such action or omission was in the best interest of the Association.

Section 3. *Fees, Liabilities, and Expenses* - These include, but are not necessarily limited to, attorney fees, costs, expenses, disbursements, amounts of judgments, fines, penalties, and amounts paid in settlement by a director or officer, but shall not include amounts paid to the Association unless approved by a court.

Section 4. *Advances* - Every person who qualifies for indemnification or reimbursement under this Article is entitled to one or more advances for payment of expenses incurred to defend such matter prior to final disposition thereof, provided that the Association receives a written undertaking by the person who seeks such advance to repay all amounts advanced if it should ultimately be determined the such person was not entitled to be indemnified or reimbursed for such fees and expenses as the case may be.

Section 5. *Insurance and Funding* - The Association may purchase and maintain insurance to protect itself and any person eligible for indemnification or reimbursement within this Article against any liability, claim, action, lawsuit, or proceeding, regardless of whether the Association would have the authority to indemnify or reimburse such person against such liability or expense.

Section 6. *Non-Exclusivity* - The right of indemnification and reimbursement within this Article is not exclusive of other rights to which any such person may otherwise be entitled. Such right shall also extend to one's legal representative in the event of such person's death.

Section 7. *Prospective Application of Changes* - Any amendment to or repeal (or partial repeal) of this Article, the Declaration, or Articles of Incorporation that limits in any manner the right to indemnification, reimbursement, or advance of expenses as set forth in this Article shall have only prospective application, and shall thus not affect any actions (or failure to act) taken by such person prior to adoption of any such amendment or repeal as the case may be.

Article XII

Assessments/Liens

Section 1. *Liens* - If any unit owner fails or refuses to pay one's assessment as so determined, then the amount of such arrearage (together with interest thereon as provided by law as computed from the 30th day after such payment was due) shall constitute a lien on the property interest of such unit owner. In such instance where an assessment is more than 60 days overdue, the Association and board shall have the authority to exercise and enforce all legal and equitable remedies provided under Pennsylvania law, the Declaration, or these By-Laws to foreclose on the lien, reduce the lien to judgment, execute on such judgment, and/or engage in the collection of unpaid assessments through other legal means.

The delinquent unit owner shall be obligated to reimburse the Association for all expenses (to include reasonable attorney fees) incurred in the collection of the delinquent assessment, regardless of whether such expenses were incurred during formal litigation or other informal attempts to collect the arrearage.

Section 2. No owner may avoid liability for assessments through nonuse of the common elements or abandonment of one's unit.

Article XIII

Fiscal Management

Section 1. *Fiscal Year* - The fiscal year of the Association shall begin on the first day of January each year. The board may from time to time change the commencement date of the Association's fiscal year in furtherance of the business and interest of the Association.

Section 2. *Books and Records* - The books, records, and papers of the Association as well as the Association's By-Laws, Declaration, and Articles of Incorporation shall be available for inspection at the Association's principal office by any member during regular business hours. Copies of any such documents may be obtained upon payment of the reasonable cost to reproduce such items.

Article XIV
Amendments

Section 1. *Notice* - Notice of any proposed change to the By-Laws for approval at an annual meeting of the members must be included as part of the notice provisions of Article VI, § 2 of these By-Laws. Notice of any proposed change to the By-Laws for approval at a special meeting called for that must be included as part of the notice provisions of Article VI, § 4 of these By-Laws.

Section 2. *Voting* - These By-Laws may be amended at any annual meeting of the members or at any duly constituted special meeting called for such purpose, by the vote of a majority of those present at such meeting after a quorum has been recognized.

Article XV
Severability

Section 1. The provisions of these By-Laws shall be deemed independent and severable. The invalidity, partial invalidity, or lack of ability to enforce any one provision shall not affect the validity or enforceability of any other provision of these By-Laws.

IN WITNESS WHEREOF we, the undersigned elected members of the board of directors of the Sterling Ridge Homeowners Association, Inc., have hereunto set our hands this 9th day of December, 2015.

STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.:

By: KC Kuhl
Director

By: [Signature]
Director

By: [Signature]
Director

Date: 12-9-15

Witness: Doree Hennemutt