

**DECLARATION OF
COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS**

FOR

STERLING RIDGE HOMEOWNERS

COVENANTS, CONDITIONS,

RESERVATIONS AND RESTRICTIONS

FOR

STERLING RIDGE HOMEOWNERS ASSOCIATION

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THIS DECLARATION, made on the date hereinafter set forth by **J. N. D. Properties, L.L.C.** (J.N.D.) hereinafter referred to as "**Declarant**".

WITNESSETH

WHEREAS, Declarant is the owner of certain property located in South Fayette Township, Allegheny County, Pennsylvania, which is more particularly described as Sterling Ridge, recorded in Plan Book Volume 225, pages, 182 - 185.

NOW, THEREFORE, Declarant hereby declares that all of the property described in the recorded plan, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right title or interest in the described properties or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Sterling Ridge Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple lot in the Sterling Ridge recorded plan, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any plot of land shown upon in the recorded subdivision map recorded in plan book volume 225, pages 182 - 185 or on any Exhibit attached hereto, or any Supplemental Declaration or Amendment thereto, with the exception of the Common Area.

Section 4. "Single Family Lot" shall mean any lot in which a single family detached home is constructed.

Section 5. "Properties" shall mean and refer to the certain real property parcels illustrated in the Subdivision Plan and any such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation of the Declarant.

Section 6. "Common Facilities" shall mean all real property designated as open spaces within the Sterling Ridge Plan for the common use and enjoyment of the members of the Association. All Common Open Space Areas will be conveyed by the Declarant to the Association once all phases of construction are substantially completed. The Common Areas shall be bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 7. "Recorded" shall mean duly recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 8. "Living Unit" shall mean and refer to any structure or to any portion of a structure situated upon the lots which is designed and intended for use and occupancy as a residence.

Section 9. "Declarant" shall mean and refer to as J. N. D. Properties, L.L.C., all respective successors and assigns, if such successors and assigns should acquire one or more Lot(s) which is part of the Properties from a Declarant for the purpose of site development and/or construction, provided such person or entity is engaged in the residential development and/or construction business at the Properties. Declarant shall also specifically mean and refer to the extent that he owns or acquires one or more Lot(s) which is part of the Properties for the purpose of site development and/or construction or it now or hereafter owns any property, which may be, or is, annexed to the Properties pursuant to Article I hereof.

Section 10. "Occupant" shall mean and refer to the Occupant of a Living Unit and shall be either the Owner or a lessee who holds a valid lease.

Section 11. "Board " shall mean and refer to the Board Managers of the Association. The board shall have at least 2 members from the community.

Section 12. A "Members" shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III of the Declaration.

Section 13. A "Single Family Detached Home" shall mean and refer to a single family home constructed on an individual lot.

Section 14. "The Management Company." The Management Company for the association will be J.N.D. Properties, L.L.C. The management of the common area will be for as long as J.N.D. Properties, L.L.C. has legal title and/or majority ownership of Lots with the Plan.

ARTICLE II

PROPERTY RIGHTS

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

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility, or to mortgage all or any part of the Common Area, for such purposes and subject to such conditions as may be agreed to by the members. Except as may be permitted by Section 3 of this Article II, and as may be elsewhere provided for herein, no such dedication, transfer or mortgage shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication, transfer or mortgage has been recorded.

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

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

Section 3. Title of Common Area. Title to the Common Area shall be conveyed free and clear of all monetary liens and monetary encumbrances once (90%) of all homes are constructed and occupied. The Declarant shall have the right to reserve for the purpose of development of the Properties all or any portion of the Common Area for various utility rights of way in connection with development of the properties, together with the right to dedicate utility rights of way where applicable and customary and the right of temporary ingress and egress across the Common Area in connection with the development or maintenance of the Properties. Declarant's rights hereunder shall not unreasonably interfere with the member's easement of enjoyment. Declarant shall restore all disturbed areas to their prior condition.

Section 4. Utility/Landscape Easements - Right of Entry. Each Lot shall be, and hereby made, subject to any easements or right-of-way in favor of the Declarant, the members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and maintenance of landscaping, street signs, service of storm water drainage systems, sanitary sewer systems and other utility services, including but not limited to pipes, lines, manholes and other equipment, as may be necessary to service the Lot(s) or community. The location of said easements shall be located for construction by the Declarant.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment and each occupant of Living Unit shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership and/or occupancy of any Lot or Living Unit.

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

Class A. Class A members shall be all Owners, except the Declarant, of Single Family Homes and each Owner shall be entitled to one vote.

Class B. Class B members shall be the Declarant, and shall be entitled to four votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, as appropriate, upon the happening of either of the following events:

(A) on December 31, 2010.

Section 3. Joint Owners or Occupants. When more than one person holds an interest in any Lot or when more than one person occupies a Living Unit, all such persons shall be members of the Association; provided, however, that Owners' and Occupants' votes shall be exercised as provided above or as all such persons among themselves determine but in no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant and the Joining Parties, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant or its assigns: (1) annual assessments of charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided by the owners within the plan. If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s) together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to this successor in title, unless expressly assumed by them by written agreement.

Section 2. Purpose of Assessments and Maintenance

The assessment levied by the Declarant/and or the Association shall be for the ownership, maintenance and management of the common areas. Specifically, maintenance shall include the continuous lawn and landscaping maintenance and/or repair of the common areas within the Plan; maintenance shall also include repair, replacement and payment for the cost of electricity used for lighting, if any, installed within said entry area, or elsewhere within the Common Area.

Further, Declarant shall be installing entrance landscaping and lighting hereinafter collectively referred to as "Common area amenities" which shall be completed within two (2) years once initial installation begins.

Maintenance shall include the repair, replacement and maintenance of the drainage retention basin and system, any improvement or precautions required for the maintenance of any existing oil or gas wells that may be located in the open areas after dedication, any fences installed by Declarant in any portion of the Common Area or right of way, Maintenance shall also include repair, replacement and maintenance of said access easement areas.

Maintenance shall also include the maintenance of any trees, shrubs, plants, beds, street signs, fences, walls and drainage facilities installed or planted by Declarant for the benefit of the Association in any of the Common Areas or right of way areas of the recorded plans. No landscaping shall be removed by the Association or by any Lot owner that is installed on common ground without the express written consent of the Declarant.

All maintenance will be performed by the Declarant's management company or affiliated contractors with a term to be determined by the sole discretion of the Declarant until the plan is substantially completed.

Section 3. Maximum Annual Assessments. Beginning in the year 2001 and prorated at the time of the lot closing, the annual assessment for class A member shall be One hundred and twenty dollars (\$120.00) per year.

Payments of the annual assessment amount shall begin one month following the closing of any lot sale and paid annually to the Declarant by each homeowner for the common area maintenance.

(a) From after January 1 of the year immediately following the recording hereof by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessment permitted for the previous year by an amount of not more than six (6%) percent.

(b) The managing Board may fix the annual assessments at an amount not in excess of the maximums as herein before set forth

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for repair or replacement of easements for utilities,

if any, on the Lots, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of each class members in existence who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

Section 5. Uniform Rate of Assessment, all special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, the amount of any annual assessment in any one year and from year to year may vary among classes of membership, and in no event shall the Declarant, whatever its class of member, be obligated to pay any annual and/or special assessment designated for Class A, B, members owning corresponding type Lots and/or Living Units.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all members of the first day of the month following written notice on the commencement thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. With the exception of the first annual assessment, the Board of Directors shall fix the amount of the annual assessments against each member at least thirty (30) days in advance of commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Management Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien against the property. No owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgage. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

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

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania to the extent provided by said

laws, shall be exempt from the assessments created herein. Provided, however, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

ARTICLE V

MANAGEMENT BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration of any of the foregoing (including any change in color or materials) be made until the plans and specific actions showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location and color in recreation to surrounding structures and topography by the Managing Board of the Association which shall be (2) or more representatives, of whom need be members of the Association. Prior to the creation of the Management Board, any such changes desired by homeowners must be approved by the Declarant.

After the creation of the Management Board any interpretation of conflicts with either an established rule or any potential new regulations shall be settled by the Declarant. Any new amendments to the rules or regulations desired by the Homeowners Association must be approved by the Declarant until the Plan is 90% completed after the original Declaration is recorded.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to a Lot before its initial occupancy. Each home built shall be reviewed and approved by the Declarant for that home being proposed.

In carrying out the provisions of the Article V, of Article VI or Article VIII or any other Article of the Declaration, or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon fifteen (15) days' written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry.

ARTICLE VI

MAINTENANCE

Section 1. Common Areas. The Association or its affiliate shall be responsible for the care and maintenance of the Common Areas once the area is conveyed to the association.

Section 2. Individual Lots. Except as otherwise provided in this Declaration, including but not limited to, matters pertaining to the maintenance for which assessments may be used as provided in

Article IV, Section 2 hereof the Owner(s) of each Lot shall be responsible for the care, maintenance and repair of the Lot, the premises and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore same, the premises and any improvements erected thereon. Such right of entry and repair shall be exercised only upon fifteen (15) days' written notice given to the Owner thereof unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and shall become part of the assessment to which such Lot and Lot Owner is Subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

ARTICLE VII

ARCHITECTURAL MANDATES

The following Architectural Mandates are hereby adopted for the Properties, which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential use. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Declarant or the Managing Board; provided, however, that this use restriction shall not apply to the Declarant, and shall not apply to the construction of any model home(s) erected and used for the purpose of selling Lots and erecting home(s) in the Plan.

(b) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; satellite dishes and/or communication antennas are excluded.

(c) No buildings including sheds, trailers, garage or building or other structure shall be erected either temporarily or permanently, provided, however, this use restriction shall not apply to the temporary placement of a construction trailer used in conjunction with the sale of Lots and erection of home(s) in the Plan.

(d) No boat, boat trailer, house trailer, or any similar items shall be stored in the open on any Lot.

(e) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising the Lot or Living Unit for sale or rent, or signs used by Declarant to advertise the Property during the construction and sales period, subject to the rights of any member under the First Amendment of the Constitution of the United States of America.

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

(g) No trees having a diameter of five (5) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization from the Declarant or Management Board.

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

(i) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each home site is limited to one cord of firewood stored on a property.

(j) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on any record plan and Declarant reserves the right at any time during construction and development of the lots to establish and may dedicate easements and right-of-way in, on, over, under, through and around portions of Lots for storm water drainage including down spouts, sanitary sewers and other utilities; provided the same do not unreasonably interfere with the use of the Lot(s) as a residence. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(k) All homes must have foundations that are brick to grade.

(l) All homes constructed at Sterling Ridge must have at least 60% masonry exteriors, or an approved architectural design alternative by the Declarant such as hard board, wood, or dryvet.

(m) Each home must have a paved asphalt or concrete driveway (30) days after completion or as soon the weather permits.

(n) In order to maintain a continuous curb appeal with building material color schemes, no home is to have bold contrasting window trim colors with siding colors, specifically red trim around windows as an example.

(o) There will be sidewalks on all lots where indicated on the master plan.

(p) All home must have either a gas or electric exterior lamppost.

(q) All home shall be landscaped with a minimum of two deciduous shade trees (Pin Oaks) that are at least 2 ½" caliper, along with sixteen shrubs and/or bushes. All lawns must be either seeded or sodded immediately after the home is occupied or until the weather permits.

- (r) Every asphalt roof color will be either slate gray or weather wood in order to minimize the impact of a variety of roof colors.
- (s) Every two-story integral garage home constructed in Sterling Ridge must have a minimum of 2,400 (Twenty five hundred) square feet and every ranch must have a minimum of 1,800 (Eighteen Hundred Square feet) measured in exterior dimensions unless otherwise approved by the Declarant. Two-story attached garage homes must have a minimum of 2,300 (Twenty-three hundred square feet) unless otherwise approved by the Declarant.
- (t) The Declarant, their respective agent, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved or established. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.
- (u) All common areas shall be limited in use to and for, and only for, parks and recreational purposes and such other purposes set forth herein or otherwise authorized by the Management Board, subject to the provisions of the Declaration.
- (v) Any gardens planted on private property in rear yards at Sterling Ridge shall be limited to no more than 200 sq. ft. in size and must be arranged in a fashion that does not create an unsightly situation for the views of surrounding neighbors. In the event that a garden is protected with fencing, the fencing must not be unsightly and should be screened with appropriate landscaping.
- (w) All play sets must be constructed of wood. No synthetic materials like plastics are permitted.
- (x) All mailboxes are to be uniform as specified by the Declarant.
- (z) No synthetic play sets are permitted, only wood construction is permitted. All play set shall be placed directly behind the homes and not in any side yards so they are not visible from the street.

ARTICLE VIII

STAGE DEVELOPMENTS

Additional contiguous land area not shown on the recorded plan may be annexed by the Declarant, and their respective successors and assigns, without the consent of members until December 31, 2010. Annexation may be made of portion of any phase as shown on a general plan. Said general plan shall not bind Declarant, their respective successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record one more Supplemental Declaration(s) of Covenants, Conditions and Restrictions of the Declaration to such Property. Upon the filing of any Supplemental Declaration and recordation of a plan of such addition, Owners of Lots and occupants of Living Units situated on the annexed properties shall be immediately entitled to the number of votes as determined for members within the initial property subject to this Declaration.

ARTICLE IX

GENERAL PROVISIONS

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

Section 2. Severability and Construction. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. References in the document to the plural include the singular, and the singular the plural.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than ninety percent (90%) of all Lots and Living Units, and thereafter by an instrument signed by Owners owning not less than seventy-five (75%) percent of all Lots and Living Units and if approved by the Declarant. Notwithstanding the right of ownership to initiate an amendment as herein set forth, the Declarant may at any time for the purpose of clarification of intent or definition, as it sees fit, in its sole discretion, amend the Declaration or by-law's without vote of the membership. Any amendment must be recorded and takes effect immediately upon recordation. Any amendments to the declaration by the Declarant will take precedent and become the new standard for the government of the community.

Section 4. Annexation. Additional property and Common Area other than that referred to in Article I may be annexed to the Properties by vote of consent of Members having two-thirds (2/3rds) vote of each class of members then in existence.

Section 5. Conflicts. In the case of any conflict between this Declaration and the by-law's of the Association, the Declaration shall control. In the event that there is a conflict over any interpretation of the by-law's or Declaration, the Declarant shall have the final interpretation. With the exception of the monthly maintenance fee, this declaration may be modified by the Declarant at any time during the Declarant's control without the consent of the association. Any modifications to the declaration will be recorded immediately and notification will be sent to all homeowners accordingly.

Section 6. Maintenance of Common Areas by Township. South Fayette township, Allegheny County, Pennsylvania ("Township") may, at any time and from time to time, accept the dedication of land or any interest therein for public use and maintenance, but the Township need not require, as a condition of the approval, that land proposed to be set aside for common open space be dedicated or made available to public use.

In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the development plan

submitted to the Township, the Township may serve written notice upon such organization or upon the members setting forth the manner in which the association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof and shall state the date and place of hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected.

If the deficiencies set forth in the original notice or in the modification thereof shall not be corrected within the said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the Properties and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of said Common Area, nor vest in the public and rights to use the same. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association there to fore responsible for the maintenance of the Common Area call a public hearing upon notice to such Association, or to the members, to be held by the Township Supervisors, at which hearing such Association shall show cause which such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year.

If the Township Supervisors shall determine that such Association is ready and able to maintain said Common Area in reasonable condition, the Township shall cease to maintain said Common Area at the end of said year. If the Township Supervisors shall determine that such Association is not ready and able to maintain said Common Area in a reasonable condition, the Township may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination in each year thereafter.

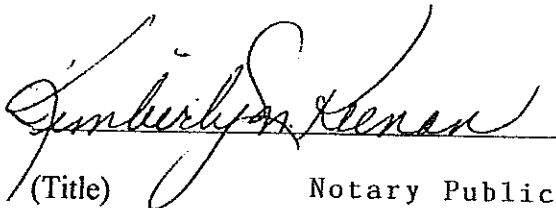
The decision of the Township Supervisors shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended by Act 93 of 1972. The cost of such maintenance by the Township shall be assessed against the Properties that have a right of enjoyment of the Common Area, and shall become a lien on said Properties. The Township at the time of entering upon said Common Area for the purpose of maintenance shall file a notice of lien in the office of the Prothonotary of Allegheny County, Pennsylvania, upon the properties affected by the lien.

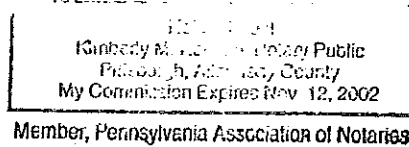
DECLARATION OF

On this 7th day of July, 2001, before me a Notary Public, the undersigned Officer,

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 7th day of July, 2001, and did personally appeared JOSEPH N. DENARDO, d.b.a. J.N.D. Properties, L.L.C., who acknowledges himself to be the Declarant of Sterling Ridge Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

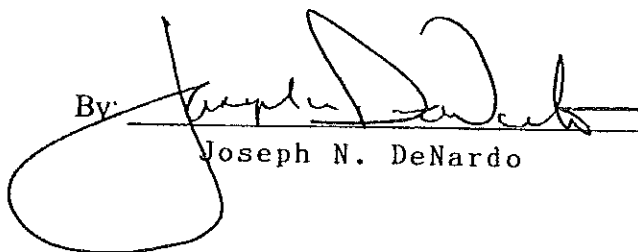
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


(Title) Notary Public



ATTEST: Sterling Ridge Homeowners Association

Declarant: J.N.D. Properties, L.L.C.

By: 
Joseph N. DeNardo

JUL 901107177

DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS
AND RESTRICTIONS FOR

01 JUL 96 10:05
COUNTY OF
ALLEGHENY

STERLING RIDGE HOMEOWNERS

[Handwritten signature]
JUL 96

FROM: JND PROPERTIES, LLC
Declarant

TO: STERLING RIDGE HOMEOWNERS

MAIL TO:

J.N.D. PROPERTIES, LLC
3625 Washington Pike
Bridgeville, PA 15017



60 2006 00020525

Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2006-20525

Recorded On: June 27, 2006

As-Deed Agreement

Parties: J N D PROPERTIES L L C

To STERLING RIDGE HOMEOWNERS ASN

of Pages: 3

Comment: SECOND AMENDMENT

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Deed Agreement	45.00
Pages > 4	0
Names > 4	0
Total:	45.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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J N D PROPERTIES L L C
3625 WASHINGTON PIKE
BRIDGEVILLE PA 15017

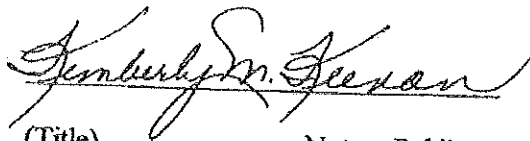


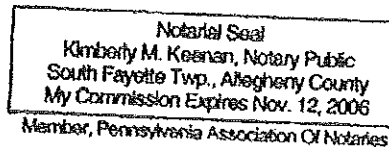
Valerie McDonald-Roberts Recorder of Deeds

On this 18th day of March, 2003, before me a Notary Public, the undersigned Officer,

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 18th day of March, 2003, and did personally appeared JOSEPH N. DENARDO, d.b.a. J.N.D. Properties, L.L.C., who acknowledges himself to be the Declarant of Sterling Ridge Homeowners Association, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

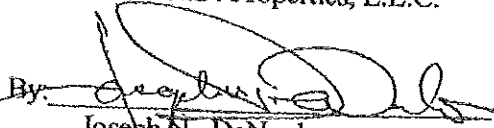
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


(Title) Notary Public



ATTEST: Sterling Ridge Homeowners Association

Declarant: J.N.D. Properties, L.L.C.

By: 
Joseph N. DeNardo

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS FOR
STERLING RIDGE HOMEOWNERS**

The following amendments are made to the Declaration of Covenants, Conditions, Reservations and Restrictions for Sterling Ridge Homeowners now of record in the Recorder's Office of Allegheny County at Volume 11092, page 472, to-wit:

ARTICLE VII, item (y) is added and is hereby amended to read as follows:

ARTICLE VII

ARCHITECTURAL MANDATES

(y) No above ground pools of any type are permitted. Any pool constructed shall be an in ground (built-in) pool, surrounded by an approved fence. Any pool constructed shall be placed directly behind the home and not in any side yard so it is not visible from the street. All fencing is restricted to the rear yard area and approval is required by the Declarant prior to commencement.

IN WITNESS WHEREOF, the said Declarant has caused his name to be signed to these presents this 18th day of March, 2003.

Declarant: J.N.D. Properties, L.L.C.

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**SECOND AMENDMENT TO
DECLARATION OF
STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.**

The following amendments are made to the Declaration of Covenants, Conditions, Reservations and Restrictions for Sterling Ridge Homeowners Association formed in the Township of South Fayette, Allegheny County, Pennsylvania now of record in the Recorder's Office of Allegheny County at Deed Book Volume 11092, Page 472, to wit:

I. ARTICLE VII, Architectural Mandates (w) is hereby amended to read as follows:

ARTICLE VII

ARCHITECTURAL MANDATES

- (w) Any fence(s) must be constructed of wrought-iron or "wrought-iron like" material, usually aluminum, with the color appropriate to the surrounding structures and harmony of the external landscape(s), with the intent of "blending" into the landscapes. No fencing will be installed in the front yard area of any property. As described in Article V, the Managing Board of the Association must review and approve the Homeowner's Application prior to any installation of said fence(s).

II. ARTICLE VII, Architectural Mandates (z) is hereby amended to read as follows:

ARTICLE VII

ARCHITECTURAL MANDATES

- (z) Play-sets are **NOT** to be constructed of metal materials and shall be placed directly behind the actual home/garage structure so they are not visible from the street. Play-sets must also be at least ten feet from a property line. As described in Article V, the Managing Board of the Association must review and approve the Homeowner's Application prior to the installation of said play-set.

