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*John J. Gander*

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

SEWICKLEY HEIGHTS MANOR HOMES ASSOCIATION  
Aleppo Township

We, the undersigned Lot Owners in Sewickley Heights Manor, a planned residential development situate in Aleppo Township, Allegheny County, Pennsylvania hereby declare these to be the first amendments to the Declaration of Covenants, Conditions and Restrictions for said Plan.

ARTICLE I

DEFINITIONS

Article I shall be amended to add:

Section 10. The Ridge shall mean that portion of the Properties described on the plan filed in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 169 page 18, et seq.

Section 11. A Single Family Unit shall mean a free-standing residence with no party wall.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Article II shall be amended to delete Section 1 and Section 2 and insert in place thereof:

Section 1. Every Owner of a Lot shall be a member of the

THIS DOCUMENT IS AMENDING THE FOLLOWING DEED:  
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Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE III

#### PROPERTY RIGHTS

Article III Section 1 (d) is amended to delete the last sentence and insert in place thereof:

No such dedication or transfer shall be effective unless an instrument evidencing agreement to such dedication or transfer signed by two-thirds of the Owners has been duly recorded; provided however, that the Board may, without Owner approval, grant easements for public utility service to residents of the properties, to Common Areas and to property adjacent to the Properties.

### ARTICLE IV

#### COVENANT FOR ASSESSMENTS

Article IV shall be amended to delete the entire Article and to insert in place thereof:

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) the Annual Association Assessment; (2) the Annual Maintenance Assessment; (3) Special Assessments for capital improvements; and (4) Shortfall Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The said assessments, together with interest, late fees, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) Assessments levied by the Association shall be used exclusively:

i. to promote the recreation, health, safety and welfare of the residents of the Properties; and

ii. for improvement and maintenance of the Common Areas; and

iii. for maintenance of the units situated upon all of the Properties, except those Single Family Units situated in that phase of the Properties known as The Ridge.

(b) Annual association assessments shall be used to provide funds for use in maintaining, repairing, replacing and improving the Common Areas including the clubhouse, the pool and other recreational amenities and private access roads which service more than one Unit; landscaping of Common Areas and that portion of each lot adjacent to the units; for administrative expenses of the Association, such as payroll, office expenses and insurance; and for the conduct of the general affairs of the Association.

(c) Annual maintenance assessments shall be used for maintenance of Units (other than those Single Family Units in The Ridge), including only the following:

(i) painting, caulking, staining and refinishing exterior doors, garage doors, decks, balconies, window and door trim, soffit and fascia, chimney chases, siding and shutters;

(ii) repairing and replacing roofs, gutters, rain leaders

to grade, and original skylights installed by the Developer;

(iii) pointing, repairing and replacing exterior masonry walls above grade;

(iv) repairing and replacing exterior siding, driveways, balconies, decks, cement walkways, patios and front stoops, window and door trim, chimney chases and caps, and shutters.

Maintenance assessments shall not be used for any other purposes than those enumerated above, including by way of example and not limitation: repairing or replacing exterior doors and door frames, garage doors and frames, windows (including frame units and glazing), electrical fixtures, chimney flues and liners, drains below grade, utility connections and foundation masonry below grade.

(d) In setting the annual Association Assessments and the Annual Maintenance Assessments, the Association Board shall establish and maintain reserves which, when projected to the end of the estimated reasonable life expectancy of the covered amenities, together with accumulated interest calculated at a reasonable rate, shall be adequate to equal the estimated cost of replacing such amenities. The cost of replacement and the reasonable life expectancy of the amenities shall be established by the Association's design professional and revised from time to time by

the Board. The rate of interest used in the calculation shall be established by the Board and revised from time to time to best reflect actual market conditions. Reserve accounts shall be established at least for: (a) roofs; (b) decks; (c) exterior cement work; (d) streets, access roads and driveways; (e) exterior painting, staining and refinishing; (f) recreational and other common facilities; and (g) such other items as the Board may, from time to time, deem advisable. Each reserve account, and the interest earned thereon, shall be dedicated to that use and the Board shall not expend or borrow against funds in a reserve account, or transfer funds to another account for any purpose other than that for which the reserve was established, except upon the affirmative vote of two-thirds of the Unit Owners voting in person or by proxy at a meeting of the Association duly called for this purpose upon ten (10) days' written notice. For the purpose of a meeting called for action under this section only, no quorum of Unit Owners shall be required.

(e) Special Assessments shall be levied to provide funds to defray, in whole or in part, the cost of capital improvements to Common Areas. Capital improvements shall mean new or replacement items with a reasonable useful life expectancy in excess of five (5) years, together with all usual and normal equipment,

accessories and furnishings incident to the use of such items, even if the reasonable useful life expectancy of such incidental equipment, accessories and furnishings is less than five (5) years. A repair shall constitute a capital improvement if it shall increase the reasonable life expectancy of the item by at least five (5) years. A special assessment shall be levied only following the affirmative vote of two-thirds of the Unit Owners voting in person or by proxy at a meeting of the Association duly called for this purpose.

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment, including the shortfall assessment, shall be 110% of the prior annual assessment (including prior shortfall assessment, if any); provided, however, that:

(i) The maximum annual assessment may be greater than 110% upon the affirmative vote of two-thirds of the Unit Owners voting in person or by proxy at a meeting of the Association duly called for this purpose; and

(ii) When an Owner makes a change to the Unit which directly affects the cost of maintenance of that Unit, that Unit's maximum annual assessment shall be increased to reflect the projected increased cost of maintenance and replacement. The determination by the Board of the increased cost of maintenance and

replacement shall be final.

(b) Assessments shall be collected and paid in periodic installments as determined by the Board from time to time.

(c) The Board of Directors may, after consideration of the factors set forth herein, fix the assessment for any year at a lesser amount.

(d) Any amount accumulated in excess of the amounts required for actual expenses and reserves in a budget year shall be credited to each Owner according to the number of months the Owner was assessed in that year and shall be applied to the next periodic installments due until exhausted. Any net shortages in budgeted annual accounts or assessments shall be collected from Unit Owners as a separate charge known as a Shortfall Assessment. This separate charge shall be determined by the Board either during the budget year as soon as the net shortage is brought to its attention or at the end of the budget year in which discovered. Once levied, the net shortage shall be prorated among all Unit Owners subject to the assessment in which the short fall occurred in the same manner as the annual assessments. Notice of the Shortfall Assessments shall be given to all affected Unit Owners by regular mail and payment of the assessment shall be made within six months of Board levy of the assessment, after which it shall be collected as



delinquent. The total annual assessment, including the shortfall assessment, if any, shall not exceed the maximum annual assessment set forth in Section 3 (a).

(e) For each of its units in the Ridge, upon installation of the landscaping, the Developer shall pay an annual assessment for each unit equal to the sum of:

i. the cost of the Ridge landscape contract (or the Ridge landscaping budget if the work is performed by the Association) prorated among all Ridge Units subject to the annual assessment; and

ii. the Administrative budget for the entire Association prorated among all units in the Properties.

The Developer's assessment obligation hereunder shall cease, and the Developer's obligation to pay the regular annual assessments shall begin, when Aleppo Township issues an occupancy permit for the Unit.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2(e) and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2(e) or 3 shall be delivered or mailed to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members

or of proxies entitled to cast sixty (60%) percent of all the votes of unit owners shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments - Due Dates. (a) The Annual Association Assessment and the Annual Maintenance Assessment shall commence as to all Units on the first day of the fiscal year determined by the Board from time to time. The due dates of periodic payments shall be determined by the Board. The due date of any special assessment shall be fixed in the resolution of the Board authorizing such assessment.

(b) The obligation to pay the Annual Association Assessment and the Annual Maintenance Assessment shall begin on the first day of each fiscal year as such fiscal year is determined by the Board from time to time. The Board of Directors of the Association shall fix the amount of the assessment against each Unit for each assessment period at or before the end of the fiscal year. The Board shall prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office

of the Association and shall be open to inspection by any Unit Owner.

(c) Written notice of the assessment and the payment dates fixed by the Board shall thereupon be sent to every Owner subject thereto.

(d) The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

(e) In the event that the Board is delayed in levying annual assessments beyond the end of the prior fiscal year or should a vote of the membership cause a delay, unit owners shall continue to pay the assessments at the then-existing rate established by the previous Board until the current annual assessments shall be determined and notice thereof given to the unit owners at which time prior payments shall be credited against the amount assessed.

Section 6. Basis for Estimated Annual Assessments.

(a) Annual Association Assessments and Annual Maintenance Assessments may be fixed in unequal amounts, but shall

be uniform in amount as to each classification of unit. The classification of Units for this purpose shall be made by the Board of Directors and shall reflect such factors affecting the cost of the Association's obligation as the lot size, Unit size, configuration and the nature and type of replacement materials.

(b) Annual Association Assessments levied against owners of Units in the Ridge shall be accounted for by the Board as for all other funds, except that amounts budgeted for landscaping in the Ridge shall be accounted for separately.

Section 7. Effect of Non-payment of Assessments-Remedies of the Association. Assessments shall be levied by the Board on an annual basis, but the Board may determine that payments shall be made monthly, quarterly or at such other times as the Board in its discretion may determine. Each assessment not paid by the last day of the month in which the due date falls shall be subject to a late charge set by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such Assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at a lawful rate, together with reasonable attorney's fees and costs of

suit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of the Unit.

Section 8. Subordination of the Liens to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

Section 9. The Ridge Assessments. The Association shall not be responsible for any exterior building maintenance for Single Family Units in The Ridge. Owners of Single Family Units in The Ridge shall be responsible for all maintenance of their units, including improvements appurtenant to the Unit, although situated upon Common Areas, such as decks, walkways and private driveways serving only that Unit. No Annual Maintenance Assessment shall be levied against Single Family Unit owners in The Ridge.

ARTICLE V

INSURANCE

Article V shall be amended to renumber the original Article as Section 1 and to add the following:

Section 2. In the event of an insurable casualty loss, the Owner shall completely restore the exterior of the Unit to the architectural standards required by these covenants and by the Rules and Regulations of the Association in force from time to time.

Section 3. Should the Owner neglect or refuse to start repair or restoration of the unit within thirty days of the loss or within ten days of receipt by the Owner of the insurance proceeds, whichever event occurs first; or having begun, should the Owner neglect or refuse to diligently prosecute the work to prompt completion, the Association may, after written notice to the Owner, enter upon the Lot and effect the repair or restoration of the Unit to the architectural standards provided, in which event the Association shall have a lien upon the Lot for all of the Association's expenses related to the repair or restoration and the expense shall be the personal obligation of the Owner and shall be collected as any other delinquent Assessment provided for in these Covenants. All judgments of the Board as to the occurrence of an

insurable casualty, receipt of insurance proceeds, start of work, diligent prosecution or prompt completion shall be binding.

**ARTICLE X**

**ARCHITECTURAL CONTROL**

Article X is amended to delete Section 1 and insert in place thereof:

Section 1. No building, addition, deck, porch, patio, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration in any Unit be made until the plans and specifications 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 and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event that said Board, or its designated architectural committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specification have been formally submitted to it, the application shall be deemed to be accepted and this Article shall be deemed to have been fully complied with.

Section 2. Should a Unit Owner proceed without written authorization by the Board or its designated architectural committee, the Association shall have the right to require the Owner to i) remove the addition or alteration; and/or ii) restore the Unit to its original condition prior to the addition or alteration; or iii) bring the addition or alteration into compliance with the architectural guidelines established in the Covenants, rules and regulations. The choice of remedy shall be at the option of the Association Board in its sole discretion and the remediation or removal shall be completed at the owner's expense. If, after written notice to do so, the Owner shall refuse or neglect to comply with the architectural guidelines, or with the requirements of the Covenants, rules and regulations, or should the Owner otherwise neglect or refuse to perform the Owner's maintenance responsibilities in accordance with the Covenants and the rules and regulations, the Association shall have the right to enter upon the Lot and perform such work as the Board deems reasonably necessary to conform the work to the Covenants, rules and regulations, and architectural guidelines. The Association shall have a lien upon the Unit for all expenses incurred by it to do the work and these expenses shall also be the personal obligation of the Owner. The Association may collect such expenses



in the same manner as provided herein for the collection of delinquent assessments.

Section 3. This Article shall not apply to the original construction of new units by the Developer until the units are completed and an occupancy permit issued by the Township.

Section 4. Unit owners may create garden plots for flowers, shrubs and trees on their own lot or on adjoining common property provided that a plan for such garden plot is submitted to and approved by the Board of Directors or its designated committee and further provided that all unit owners planting such garden plots shall be responsible for the maintenance of the garden including weeding and mulching, trimming of perennial plants and the removal of annual plants at the end of the growing season.

## ARTICLE XII

### GENERAL PROVISIONS

Article XII Section 3 - General Provisions is amended to delete the second sentence and insert in place thereof:

This Declaration may be amended by an instrument executed and acknowledged by the Owners of not less than two thirds of the Units.

IN WITNESS WHEREOF, we, the undersigned owners of the Lots in Sewickley Heights Manor, have executed this amendment the

day and year set forth on the attached signature pages, intending to bind ourselves, our heirs, executors and assigns.

Certification

I, Vicki Bomberger, certify that I am the duly-elected Secretary of the Sewickley Height Manor Association, also known as the Sewickley Heights Manor Homes Association, a Pennsylvania not-for-profit corporation having its office at 101 Greenwood Drive, Sewickley, Pennsylvania; that I am lawfully in office; and that the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Sewickley Heights Manor Planned Residential Development has been executed and acknowledged by not less than seventy-five percent (75%) of the Lot Owners in the Plan.

Vicki L Bomberger  
Secretary

Notarial Seal  
Susan L. Moran, Notary Public  
Aleppo Twp., Allegheny County  
My Commission Expires Nov. 21, 1998  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 31st day of January, 1996, before me a Notary Public the undersigned officer, personally appeared Vicki L. Bomberger, Secretary, Sewickley Heights Manor Homes Association.

Susan L Moran  
Susan L. Moran  
NOTARY PUBLIC

