

08134

DEV 2894 PAGE 571

RECORDED
WESTMORELAND COUNTY, PA.

89 AUG 15 PM 3:31

PROTECTIVE COVENANTS AFFECTING
SETTLER'S RIDGE PLAN NO. 1,
SITUATE IN THE MUNICIPALITY OF MURRYSVILLE,
COUNTY OF WESTMORELAND
AND COMMONWEALTH OF PENNSYLVANIA,
AND SITUATE IN THE BOROUGH OF PLUM,
COUNTY OF ALLEGHENY
AND COMMONWEALTH OF PENNSYLVANIA.

James S. Sappia
RECORDER OF DEEDS

WHEREAS, BAR DEVELOPMENT CO., a Pennsylvania corporation is the owner of all the numbered lots in a certain plan of lots situate in the Municipality of Murrysville, Westmoreland County, Pennsylvania and Borough of Plum, Allegheny County, Pennsylvania, known as Settler's Ridge Plan No. 1, which plan has been recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Plan Book Volume 89 pages 2024-2025-2026 inclusive and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume _____ pages _____, inclusive.

WHEREAS the undersigned as owner of all of the numbered lots in said Plan, desires to restrict the use to which the said numbered lots may be put:

NOW THEREFORE, be it known that the undersigned, as such owner, does hereby adopt the following restrictions and covenants to which all of the numbered lots in the said Plan to be held or to be conveyed by it shall be subject.

(a) These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2009, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless, by a vote of the majority of the then owners of the lots in said above mentioned plan, it is agreed to change said covenants and restrictions in whole or in part.

(b) None of the said lots shall be used for any purpose other than for residential uses and no structure shall be erected or maintained on any building plot other than one detached single family dwelling and its appurtenant garage; provided however, that prior to January 1, 1993, upon written approval of the committee named in paragraph (g) hereof any of the said lots may be used and structures may be erected thereon and used for model, sample or display homes, real estate offices and real estate advertising displays and devices.

(c) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said Plan as

recorded, nor shall any building be erected nearer than current municipal requirements to the side line of any building plot. No structure other than the dwelling shall be erected on any building plot nearer to a street on which said plot abuts than the nearest wall of the dwelling erected thereon.

(d) No residential structure shall be erected or placed upon any building plot having a width of less than 80 feet at the front building setback line as shown on said Plan as recorded.

(e) Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) No trailer, tent or shed shall be placed on any building plot. No basement, garage or any structure other than the dwelling house for which the Plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(g) No building shall be erected, placed or altered on any building plot in the aforementioned Plan until the building plans, home designs, blue prints, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Benard A. Sampson, Myles D. Sampson and James C. Rumbaugh or by a representative designated by a majority of the members of said committee. Such approval shall not constitute any warranty, express or implied. In the event of death, or resignation of any member of the above mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1,

2009. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(h) The committee named in paragraph (g) hereof shall have the right and authority to waive, change, alter, add to or modify any of the foregoing restrictions, limitations or covenants in respect to all of the said lots or in respect to any one or more of said lots, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2009 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations of such waiver, change, alteration, addition or modification.

(i) All foundations shall be brick to grade on all four sides.

(j) Easement shown on said Plan above mentioned are reserved for sewers, drainage, water and utility installations and maintenance and for such purposes and uses as may be shown on said Plan recorded.

(k) No fence shall be erected on any building plot nearer to a street upon which said plot abuts the nearest wall of the dwelling house erected thereon and no fence shall be built to a greater height than four feet.

(l) If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in the said Plan aforementioned to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate any such covenant and/or restriction to prevent him, them or it from so doing.

(m) Upon the purchase of any lot for construction of a residential dwelling, the owner or co-owners shall be required to become a member of the Settler's Ridge Homeowner's Association, an unincorporated association.

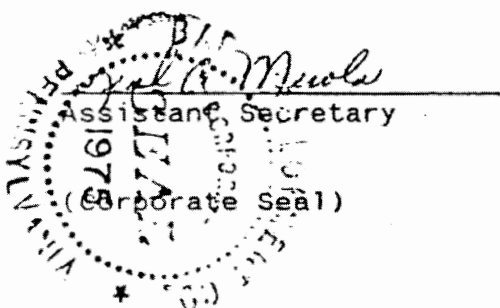
(n) Each purchaser of a lot in the Settler's Ridge Plan of Lots, Plan No. 1, shall, upon the purchase, become a voting member of the Settler's Ridge Homeowner's Association and receive all of the rights and privileges in the Unincorporated Homeowner's Association as well as the obligations and duties thereunder. Membership in the Unincorporated Homeowner's Association shall continue until sale of the lot to a successor in title. This provision shall run with the land and be binding on a successor.

(c) The invalidation of any one of the covenants and/or restrictions by judgement, decree or order of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the due execution hereof this 15th day of August, 1989.

ATTEST

BAR DEVELOPMENT CO.

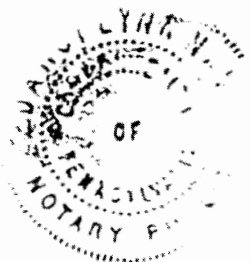


James C. Rumbaugh
President

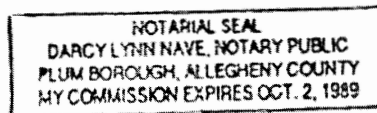
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I hereby certify that on this 15th day of August, 1989, before me, the subscribed, a Notary Public in and for the said County and Commonwealth, personally appeared James C. Rumbaugh, who acknowledged himself to be the President of BAR DEVELOPMENT CO., a Pennsylvania Corporation and owner of a plan of lots recorded in Plan Book Volume _____ pages _____ in Westmoreland County and recorded in Plan Book Volume _____ pages _____ in Allegheny County and that such President being authorized to do so, executed the foregoing Protective Covenants for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.



Darcy Lynn Nave
Notary Public



Member, Pennsylvania Association of Notaries

RECORDED
WESTMORELAND COUNTY, PA.

91 FEB 19 PM 2:26

AMENDMENT TO PROTECTIVE COVENANTS
RECORDED IN THE RECORDER'S OFFICE
OF WESTMORELAND COUNTY,
PENNSYLVANIA, IN DEED BOOK VOLUME 2894
PAGES 571 - 574, AND
RECORDED IN THE RECORDER'S OFFICE
OF ALLEGHENY COUNTY,
PENNSYLVANIA, IN DEED BOOK VOLUME 8096
PAGES 393 - 397,
AFFECTING SETTLER'S RIDGE PLAN NO. 1,
SITUATE IN THE MUNICIPALITY OF MURRYSVILLE,
COUNTY OF WESTMORELAND
AND COMMONWEALTH OF PENNSYLVANIA,
AND SITUATE IN THE BOROUGH OF PLUM,
COUNTY OF ALLEGHENY
AND COMMONWEALTH OF PENNSYLVANIA.

James B. Higgins
RECORDER OF DEEDS

WHEREAS, BAR DEVELOPMENT CO., a Pennsylvania corporation is the owner of all the numbered lots in a certain plan of lots situate in the Municipality of Murrysville, Westmoreland County, Pennsylvania and Borough of Plum, Allegheny County, Pennsylvania, known as Settler's Ridge Plan No. 1, which plan has been recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Plan Book Volume 89 pages 2024 - 2026, inclusive and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 160 pages 113 - 115, inclusive.

WHEREAS the undersigned as owner of all of the numbered lots in said Plan, desires to restrict the use to which the said numbered lots may be put:

NOW THEREFORE, be it known that the undersigned, as such owner, does hereby adopt the following restrictions and covenants to which all of the numbered lots in the said Plan to be held or to be conveyed by it shall be subject.

(a) These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2009, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless, by a vote of the majority of the then owners of the lots in said above mentioned plan, it is agreed to change said covenants and restrictions in whole or in part.

(b) None of the said lots shall be used for any purpose other than for residential uses and no structure shall be erected or maintained on any building plot other than one detached single family dwelling and its appurtenant garage; provided however, that prior to January 1, 1993, upon written approval of the committee named in paragraph (g) hereof any

of the said lots may be used and structures may be erected thereon and used for model, sample or display homes, real estate offices and real estate advertising displays and devices.

(c) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said Plan as recorded, nor shall any building be erected nearer than current municipal requirements to the side line of any building plot. No structure other than the dwelling shall be erected on any building plot nearer to a street on which said plot abuts than the nearest wall of the dwelling erected thereon.

(d) No residential structure shall be erected or placed upon any building plot having a width of less than 80 feet at the front building setback line as shown on said Plan as recorded.

(e) Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) No trailer or tent shall be placed on any building plot. No shed may be erected without approval from this committee on size, layout, materials, screening, etc. No basement, garage or any structure other than the dwelling house for which the plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(g) No building shall be erected, placed or altered on any building plot in the aforementioned Plan until the building plans, home designs, blue prints, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Benard A. Sampson, Myles D. Sampson and James C. Rumbaugh or by a representative designated by a majority of the members of said committee. Such approval shall not constitute any warranty, express or implied. In the event of death, or resignation of any member of the above mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit

to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 2009. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(h) The committee named in paragraph (g) hereof shall have the right and authority to waive, change, alter, add to or modify any of the foregoing restrictions, limitations or covenants in respect to all of the said lots or in respect to any one or more of said lots, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2009 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations of such waiver, change, alteration, addition or modification.

(i) All foundations shall be brick to grade on all four sides.

(j) Easement shown on said Plan above mentioned are reserved for sewers, drainage, water and utility installations and maintenance and for such purposes and uses as may be shown on said Plan recorded.

(k) No fence shall be erected on any building plot nearer to a street upon which said plot abuts the nearest wall of the dwelling house erected thereon and no fence shall be built to a greater height than four feet.

(l) If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in the said Plan aforementioned to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate any such covenant and/or restriction to prevent him, them or it from so doing.

(m) Upon the purchase of any lot for construction of a residential dwelling, the owner or co-owners shall be required to become a member of the Settler's Ridge Homeowner's Association, an unincorporated association.

(n) Each purchaser of a lot in the Settler's Ridge Plan of Lots, Plan No. 1, shall, upon the purchase, become a voting member of the Settler's Ridge Homeowner's Association and receive all of the rights and privileges in the Unincorporated Homeowner's Association as well as the obligations and duties thereunder. Membership in the Unincorporated Homeowner's Association shall continue until sale of the lot to a successor in title. This provision shall run with the land and be binding on a successor.

(o) The invalidation of any one of the covenants and/or restrictions by judgement, decree or order of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the due execution hereof this 15th day of February, 1991.

ATTEST

BAR DEVELOPMENT CO.



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

President

SS:

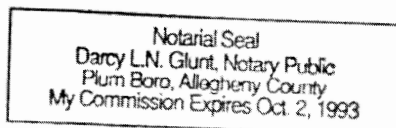
I hereby certify that on this 15th day of February, 1991, before me, the subscribed, a Notary Public in and for the said County and Commonwealth, personally appeared James C. Rumbaugh, who acknowledged himself to be the President of BAR DEVELOPMENT CO., a Pennsylvania Corporation and owner of a plan of lots recorded in Plan Book Volume 89 pages 2024 - 2026 in Westmoreland County and recorded in Plan Book Volume 160 pages 113 - 115 in Allegheny County and that such President being authorized to do so, executed the foregoing Protective Covenants for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.



Darcy L. Glunt
Notary Public

VOL. 8426 PAGE 385



RECORDER OF DEEDS
ALLEGHENY COUNTY
FEB 20 10 55 AM '91

PROTECTIVE COVENANTS SETTLERS RIDGE PLAN I	1750 HMM PA 15239 ALLEGHENY, PA	MAIL TO: BAR DEVELOPMENT CO. 500 PLUM INDUSTRIAL COURT PITTSBURGH, PA 15239
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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

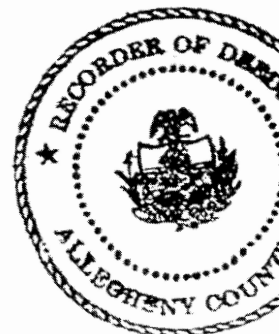
FEB 22 '91
DEED
REGISTRY

RECORDED on this 20th day of February, 1991
in the Recorder's office of the said County, in ~~Monroeville~~ Book
Volume 8426, Page 382. Deed

Given under my hand and seal of the said office the day
and year aforesaid.

Michael J. Pelle Vecchia
Recorder

VOL. 8426 PAGE 386



RECORDED
WESTMORELAND COUNTY, PA

1994 JUL 18 PM 1:15

James S. Higgins
RECORDER OF DEEDS

AMENDMENT TO PROTECTIVE COVENANTS
RECORDED IN THE RECORDER'S OFFICE
OF WESTMORELAND COUNTY,
PENNSYLVANIA, IN DEED BOOK VOLUME 3012
PAGES 195 - 199
AFFECTING SETTLERS RIDGE PLAN NO. 2,
SITUATE IN THE MUNICIPALITY OF MURRYSVILLE,
COUNTY OF WESTMORELAND
AND COMMONWEALTH OF PENNSYLVANIA

WHEREAS, BAR DEVELOPMENT CO., a Pennsylvania corporation is the owner of all the numbered lots in a certain plan of lots situate in the Municipality of Murrysville, Westmoreland County, Pennsylvania, known as Settlers Ridge Plan No. 2, which plan has been recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Plan Book Volume 90 pages 238-239, inclusive.

WHEREAS the undersigned as owner of all of the numbered lots in said Plan, desires to restrict the use to which the said numbered lots may be put:

NOW THEREFORE, be it known that the undersigned, as such owner, does hereby adopt the following restrictions and covenants to which all of the numbered lots in the said Plan to be held or to be conveyed by it shall be subject.

(a) These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2010, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless, by a vote of the majority of the then owners of the lots in said above mentioned plan, it is agreed to change said covenants and restrictions in whole or in part.

(b) None of the said lots shall be used for any purpose other than for residential uses and no structure shall be erected or maintained on any building plot other than one detached single family dwelling and its appurtenant garage; provided however, that prior to January 1, 1994, upon written approval of the committee named in paragraph (g) hereof any of the said lots may be used and structures may be erected thereon and used for model sample or display homes, real estate offices and real estate advertising displays and devices.

(c) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said Plan as recorded, nor

shall any building be erected nearer than current municipal requirements to the side line of any building plot. No structure other than the dwelling shall be erected on any building plot nearer to a street on which said plot abuts than the nearest wall of the dwelling erected.

(d) No residential structure shall be erected or placed upon any building plot having a width of less than 80 feet at the front building setback line as shown on said Plan as recorded.

(e) Nothing shall be done thereon which may be or may become annoyance or nuisance to the neighborhood.

(f) No trailer or tent shall be placed on any building plot. No shed may be erected without approval from this committee on size, layout, materials, screening, etc. No basement, garage or any structure other than the dwelling house for which the Plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(g) No building shall be erected, placed or altered on any building plot in the aforementioned Plan until the building plans, home designs, blue prints, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Benard A. Sampson, Myles D. Sampson and James C. Rumbaugh or by a representative designated by a majority of the members of said committee. Such approval shall not constitute any warranty, express or implied. In the event of death, or resignation of any member of the above mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 2010. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(h) The committee named in paragraph (g) hereof shall have the right and authority to waive, change, alter, add to or modify any of the foregoing restrictions, limitations or covenants in respect to all of the said lots or in respect to any one or more of said lots, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2010 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations of such waiver, change, alteration, addition or modification.

(i) All foundations shall be brick to grade on all four sides.

(j) Easement shown on said Plan above mentioned are reserved for sewers, drainage, water and utility installations and maintenance and for such purposes and uses as may be shown on said Plan recorded.

(k) No fence shall be erected on any building plot nearer to a street upon which said plot abuts the nearest wall of the dwelling house erected thereon and no fence shall be built to a greater height than four feet.

(l) If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in the said Plan aforementioned to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate any such covenant and/or restriction to prevent him, them or it from so doing.

(m) Upon the purchase of any lot for construction of a residential dwelling, the owner or co-owners shall be required to become a member of the Settlers Ridge Homeowner's Association, a Pennsylvania non-profit corporation.

(n) Each purchaser of a lot in the Settlers Ridge Plan of Lots, Plan No. II, shall, upon the purchase, become a voting member of the Settlers Ridge Homeowner's Association and receive all of the rights and privileges in the Homeowner's Association as well as the obligations and duties thereunder. Membership in the Homeowner's Association shall continue until sale of the lot to a successor in title. This provision shall run with the land and be binding on a successor.

(o) The invalidation of any one of the covenants and/or restrictions by judgement, decree or order of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the due execution hereof this 14th day of July, 1994.

ATTEST

BAR OF

BAR DEVELOPMENT CO.

Assistant Secretary

President

(Corporate Seal)

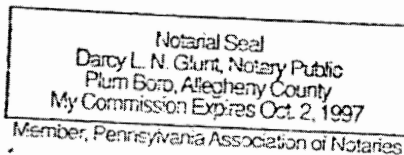
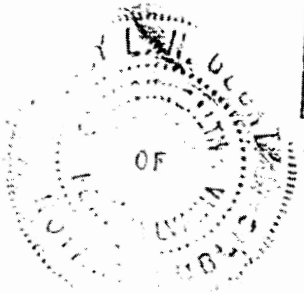
COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF ALLEGHENY)

I hereby certify that on this 14th day of July, 1994, before me, the subscribed, a Notary Public in and for the said County and Commonwealth, personally appeared James C. Rumbaugh, who acknowledged himself to be the President of BAR DEVELOPMENT CO., a Pennsylvania Corporation and owner of a plan of lots recorded in Plan Book Volume 90 pages 238 and 239 in Westmoreland County and that such president being authorized to do so, executed the foregoing Amendment to Protective Covenants for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.



Darcy L. N. Glunt
Notary Public

SETTLERS RIDGE

PLAN II

AMENDMENT TO
PROTECTIVE COVENANTS

MAIL TO:

BAR DEVELOPMENT CO.
772 PINE VALLEY DRIVE
PITTSBURGH, PA 15239

RECORDED
WESTMORELAND COUNTY, PA

1994 JUL 13 PM 1:21

James C. Higgins
RECORDER OF DEEDS

SECOND AMENDMENT TO PROTECTIVE COVENANTS
RECORDED IN THE RECORDER'S OFFICE
OF WESTMORELAND COUNTY,
PENNSYLVANIA, IN DEED BOOK VOLUME 2894
PAGES 571 - 574, AND
RECORDED IN THE RECORDER'S OFFICE
OF ALLEGHENY COUNTY,
PENNSYLVANIA, IN DEED BOOK VOLUME 8096
PAGES 393 - 397,
AFFECTING SETTLER'S RIDGE PLAN NO. 1,
SITUATE IN THE MUNICIPALITY OF MURRYSVILLE,
COUNTY OF WESTMORELAND
AND COMMONWEALTH OF PENNSYLVANIA,
AND SITUATE IN THE BOROUGH OF PLUM,
COUNTY OF ALLEGHENY
AND COMMONWEALTH OF PENNSYLVANIA.

WHEREAS, BAR DEVELOPMENT CO., a Pennsylvania corporation, and the Settler's Ridge Homeowners Association, are the owners, or representative of the owners (hereinafter "Owner"), of all the numbered lots in a certain plan of lots situate in the Municipality of Murrysville, Westmoreland County, Pennsylvania and Borough of Plum, Allegheny County, Pennsylvania, known as Settler's Ridge Plan No. 1, which plan has been recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Plan Book Volume 89 pages 2024 - 2026, inclusive and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 160 pages 113 - 116, inclusive.

WHEREAS the undersigned as Owner of all of the numbered lots in said Plan, desire to restrict the use to which the said numbered lots may be put:

NOW THEREFORE, be it known that the undersigned, as such Owner, does hereby adopt the following restrictions and covenants to which all of the numbered lots in the said Plan to be held or to be conveyed by it shall be subject.

(a) These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2009, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless, by a vote of the majority of the then owners of the lots in said above mentioned plan, it is agreed to change said covenants and restrictions in whole or in part.

(b) None of the said lots shall be used for any purpose other than for residential uses and no structure shall be erected or

maintained on any building plot other than one detached single family dwelling and its appurtenant garage; provided however, that prior to January 1, 1993, upon written approval of the committee named in paragraph (g) hereof any of the said lots may be used and structures may be erected thereon and used for model, sample or display homes, real estate offices and real estate advertising displays and devices.

(c) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said plan as recorded, nor shall any building be erected nearer than current municipal requirements to the side line of any building plot. No structure other than the dwelling shall be erected on any building plot nearer to a street on which said plot abuts than the nearest wall of the dwelling erected thereon.

(d) No residential structure shall be erected or placed upon any building plot having a width of less than 80 feet at the front building setback line as shown on said Plan as recorded.

(e) Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) No trailer or tent shall be placed on any building plot. No shed may be erected without approval from the committee named in paragraph (g) hereof on size, layout, materials, screening, etc. No basement, garage or any structure other than the dwelling house for which the plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(g) No building shall be erected, placed or altered on any building plot in the aforementioned Plan until the building plans, home designs, blue prints, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Benard A. Sampson, Myles D. Sampson and James C. Rumbaugh or by a representative designated by a majority of the members of said committee. Such approval shall not constitute any warranty, express or implied. In the event of death, or resignation of any member of the above mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will

not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 2009. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivisions and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(h) The committee named in paragraph (g) hereof shall have the right and authority to waive, change, alter, add to or modify any of the foregoing restrictions, limitations or covenants in respect to all of the said lots or in respect to any one or more of said lots, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2009 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations of such waiver, change, alteration, addition or modification.

(i) All foundations shall be brick to grade on all four sides.

(j) Easements shown on said Plan above mentioned are reserved for sewers, drainage, water and utility installations and maintenance and for such purposes and uses as may be shown on said Plan recorded.

(k) No fence shall be erected on any building plot nearer to a street upon which said plot abuts the nearest wall of the dwelling house erected thereon and no fence shall be built to a greater height than four feet.

(l) If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in the said Plan aforementioned to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate any such covenant and/or restriction to prevent him, them or it from so doing.

(m) Upon the purchase of any lot for construction of a residential dwelling, the owner or co-owners shall be required to become a member of the Settler's Ridge Homeowner's Association, a non-profit corporation.

(n) Each purchaser of a lot in the Settler's Ridge Plan of Lots, Plan No. 1, shall, upon the purchase, become a voting member of the Settler's Ridge Homeowner's Association and receive all of the rights and privileges in the Homeowner's Association as well as the obligations and duties thereunder. Membership in the


Homeowner's Association shall continue until sale of the lot to a successor in title. This provision shall run with the land and be binding on a successor.

(o) The invalidation of any one of the covenants and/or restrictions by judgement, decree or order of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the due execution hereof this 1st day of July, 1994

ATTEST

BAR DEVELOPMENT CO.


L. M. M...
Assistant Secretary

James C. Rumbaugh
President

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA)

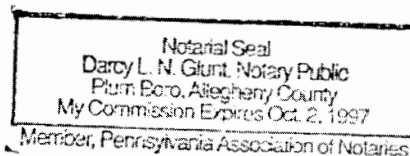
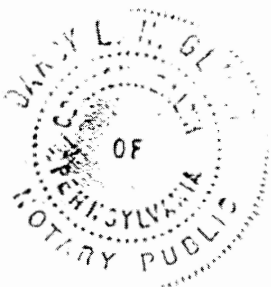
) SS:

COUNTY OF ALLEGHENY)

I hereby certify that on this 1st day of July, 1994, before me, the subscribed, a Notary Public in and for the said County and Commonwealth, personally appeared James C. Rumbaugh, who acknowledged himself to be the President of BAR DEVELOPMENT CO., a Pennsylvania Corporation and owner of a plan of lots recorded in Plan Book Volume 89 pages 2024 - 2026 in Westmoreland County and recorded in Plan Book volume 160 pages 113 - 115 in Allegheny County and that such president being authorized to do so, executed the foregoing Second Amendment to Protective Covenants for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.

Darcy L. N. Glunt
Notary Public



SETTLERS RIDGE

PLAN I

SECOND AMENDMENT TO
PROTECTIVE COVENANTS

MAIL TO:

BAR DEVELOPMENT CO.
772 PINE VALLEY DRIVE
PITTSBURGH, PA 15239

h6, NW 41 11 61 707
REORDER OF DEEDS
ALLEGHENY COUNTY, PA

P.O. Nally Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219



I hereby CERTIFY that this document
is recorded in a Deed Volume in the
Recorder's Office of Allegheny County,
Pennsylvania

Michael A. Della Vecchia

MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

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